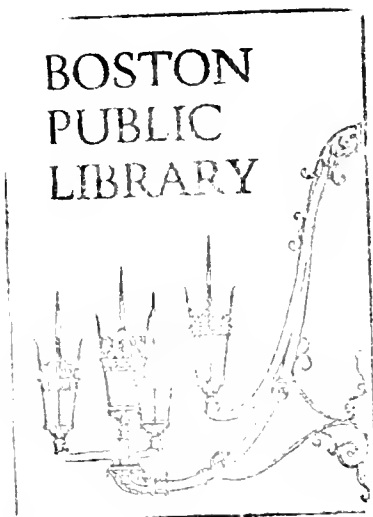


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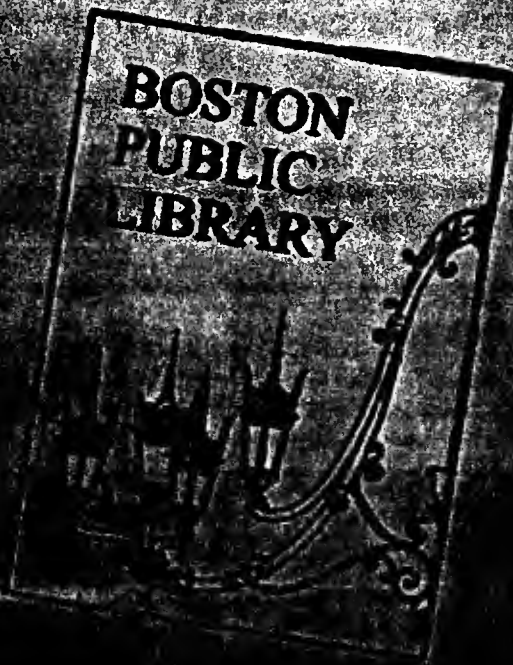
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BOSTON REDEVELOPMENT AUTHORITY  
BOSTON, MASSACHUSETTS

Application for Loan and Grant  
Part II: Local Project Approval  
Data-Government Center

Project No. Mass.R-35 Binder No. 21

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APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS R-35

BINDER NO.

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Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION  
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CHECKLIST OF DOCUMENTS

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R-301 URBAN RENEWAL PLAN, AS APPROVED BY  
GOVERNING BODY OF LPA AND LOCALITY



R-302 RESOLUTION OF GOVERNING BODY OF THE  
CITY OF BOSTON APPROVING URBAN RE-  
NEWAL PLAN AND FEASIBILITY OF RELO-  
CATION

- (1) Certified copy of the Resolution of  
City Council of the City of Boston  
approving the Urban Renewal Plan and  
the feasibility of relocation for  
Project No. Mass. R-35.



R-303 RESOLUTION OF GOVERNING BODY OF BOSTON  
REDEVELOPMENT AUTHORITY APPROVING URBAN  
RENEWAL PLAN AND CONDITIONS UNDER WHICH  
RELOCATION PAYMENT WILL BE MADE. EVIDENCE  
OF APPROVALS REQUIRED BY STATE AND LOCAL  
LAW

- (1) Resolution of the Boston Redevelopment  
Authority approving the Urban Renewal  
Plan for Project No. Mass. R-35



- (2) Certificate of Vote



- (3) Resolution of Boston Redevelopment  
Authority finding that the Government  
Center Project Area is a decadent area



- (4) Certificate of Vote





(5) Government Center Project, Project No. Mass. R-35, approval of the Division of Urban and Industrial Renewal, Commonwealth of Massachusetts. ☐

R-304 OPINION OF LPA COUNSEL RESPECTING URBAN RENEWAL PLAN ☐

R-305 EXECUTED COOPERATION AGREEMENT RESPECTING PROVISION OF LOCAL GRANTS-IN-AID ☐

R-306 CERTIFICATIONS RE: STARTING DATES OF WORK ALREADY COMMENCED AS A NON-CASH LOCAL GRANTS IN AID, NOT PREVIOUSLY SUBMITTED UNDER CODE NO. R-266(3) ☐

R-307 AFFIDAVITS OF PUBLICATION OF NOTICES OF PUBLIC HEARINGS

(1) Public hearing held by Boston Redevelopment Authority, April 17, 1963 ☐

(2) Public hearing held by Boston City Council, May 7, 1964 ☐

(3) Public hearing held by Commonwealth of Massachusetts, State Housing Board, Division of Urban and Industrial Renewal, June 12, 1964 ☐

R-308 EXCERPTS FROM MINUTES OF PUBLIC HEARINGS ☐

R-309 EXPLANATION OF LPA'S SOLUTION TO QUESTIONS RAISED BY HHFA, INCLUDING SUBMISSION OF ADDITIONAL DOCUMENTATION ☐

R-310 DISPOSAL OR COOPERATION AGREEMENT PLUS SUPPORTING DOCUMENTATION, WHEN REQUIRED PRIOR TO APPROVAL OF PART II FOR LAND TO BE REDEVELOPED FOR PUBLIC OR NONPROFIT USE ☐

R-311 STATEMENT AS TO WHETHER OR NOT DISPLACEMENT AND HOUSING RESOURCES DATA SUBMITTED WITH PART I ARE STILL VALID ☐



APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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LIST OF MAPS ( ATTACHED SEPARATELY)

---

1. Barton-Aschman Report Maps (8)
2. Parking Garage Study Map
3. Government Center Police Station Coverage Map
4. Proposed Land Use Map B
5. Disposition Parcel Map (R-35 216)
6. Government Center Illustrative Site Plan





*Page*

June 15, 1964

Mr. Charles J. Horan  
Regional Director of Urban Renewal  
Region I  
Housing and Home Finance Agency  
346 Broadway  
New York 13, New York

RE: PROJECT NO. MASS. R-35  
Transmittal of Loan and Grant Application Part II  
Local Approval Data - Government Center

Dear Mr. Horan:

On May 25, 1964, the Boston City Council approved the Urban Renewal Plan for the Government Center Project, and made the findings required by Federal law. On May 26, the Plan was approved by the Mayor. These approvals as well as the approval by the BRA on June 5, 1963, were given after public hearings following duly advertised notice. Certified copies of all approving resolutions are here attached as well as all other required Part II materials.

Since no formal review of our Part I was ever received, we have included, as a part of Code No. R-309, explanations and additional documentation as requested by the following HIFA internal staff reviews:

1. Engineering review
2. Planning review
3. Land acquisition review
4. Land disposition review
5. Legal review
  - a. Legal Report on Part I Application.
  - b. Legal Opinion on Plan.



To: Mr. C. J. Horan

- 2 -

6-15-64

The approval by the State Division of Urban and Industrial Renewal of the Commonwealth of Massachusetts and the opinion of LPA Counsel concerning Plan approvals will be forwarded to your office upon receipt of Division approval. As soon as they are available, we shall furnish you with stenographic transcripts of the public hearing held by the Division on June 12, 1964

In our opinion, the above material does not require any fundamental change in the estimated amount of the total Federal Capital Grant.

Sincerely,

Edward J. Logue  
Development Administrator

Enclosures

ERM: tmg



1. 1 f 4

Mr. Charles J. Horan  
Director of Urban Renewal  
Housing and Home Finance Agency  
346 Broadway  
New York 13, New York

Dear Mr. Horan:

One June 24, 1964, the State Division of Urban and Industrial Renewal of the Commonwealth of Massachusetts approved the Urban Renewal Plan for the Government Center Project.

We are enclosing the following material to be added to the Part II Local Project Approval Data forwarded to your office on June 15, 1964:

1. Five copies of the approval letter from the Division of Urban and Industrial Renewal, Commonwealth of Massachusetts, (R-303).
2. Five copies of an Opinion of LPA Counsel (R-304).
3. One copy of a stenographic transcript of the public hearing held on June 12, 1964, by the Division of Urban and Industrial Renewal, Commonwealth of Massachusetts (R-308).
4. Five copies of a letter, dated June 11, 1964, from James W. Haley, Commissioner of Public Works, City of Boston, (to be attached to Section R-306).

We trust that this will complete the required material for the Part II submission.

Sincerely,

EJL/hrc

Edward J. Logue



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APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

URBAN RENEWAL PLAN

CODE NO. R-301

---

The Urban Renewal Plan, as approved by the governing body of  
The Boston Redevelopment Authority and the City of Boston,  
is attached herewith.



Project No. Mass. R-35

GOVERNMENT CENTER

URBAN RENEWAL PLAN

April 3, 1963

(Revised May 29, 1963)

Boston Redevelopment Authority

Boston 8, Mass.



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## MAPS:

- Map A, Property Map, dated March 1, 1963
- Map B, Proposed Land Use, dated March 1, 1963
- Map C, Existing and Proposed Zoning, dated March 1, 1963



CHAPTER I

URBAN RENEWAL AREA DEFINED

SECTION 101

PROJECT BOUNDARY MAP

See Property Map, Map A.

SECTION 102

LEGAL BOUNDARY DESCRIPTION

Government Center Urban Renewal  
Project, No. Mass. R-35, is  
bounded and described as follows:



Beginning at the intersection of the extended center line of Staniford Street with the extended northerly sideline of Merrimac Street;

Thence running in a southerly direction along the center line of Staniford Street to the intersection of the extended center line of Staniford Street extended to intersect with the southerly sideline of Cambridge Street;

Thence turning and running in an easterly direction along the southerly sideline of Cambridge Street to the intersection with the westerly sideline of Somerset Street;

Thence turning and running in a southerly direction along the westerly sideline of Somerset Street to the intersection with the extended northerly property line of the property identified on the Property Map (Map A) as the County Court House Annex;

Thence turning and running in an easterly direction by various courses and distances along the extended northerly property line and the northerly property line of the said County Court House Annex to a point which is the northeast corner of said property;

Thence turning and running in a southerly direction by various courses and distances along the easterly property line of the said County Court House Annex to the intersection with the northerly sideline of Pemberton Square;

Thence turning and running in a westerly and a southerly direction by various courses and distances along the northerly and westerly sidelines of Pemberton Square to the intersection with the extended northerly property line of the property identified on the Property Map (Map A) as 34 Pemberton Square-39 Tremont Street;

Thence turning and running in an easterly and a southerly direction by various courses and distances along the extended northerly property line and the northerly property line of said 34 Pemberton Square-39 Tremont Street across Tremont Street along said northerly property line extended to an intersection with the easterly sideline of Tremont Street;

Thence turning and running in a northerly direction along the easterly sideline of Tremont Street to the southwesterly corner of the property identified on the Property Map (Map A) as 10 Tremont Street;

Thence turning and running in an easterly direction along the southern property line of said 10 Tremont Street to the southeasterly corner of said property;

Thence turning and running in a northerly direction along the easterly property line of said 10 Tremont Street to the intersection with the southerly sideline of Court Street;

Thence turning and running in an easterly direction along the southerly sideline of Court Street to a point of intersection of said sideline extended with the northerly property line of the property identified on the Property Map (Map A) as the Old State House to the northeast corner of said property;



Thence turning and running in a southerly direction along the easterly property line of said Old State House to the southeast corner of said property;

Thence turning and running in an easterly direction along the extended southerly property line of said Old State House to the northerly property line of the property identified on the Property Map (Map A) as 31-33 State Street, which is also the southerly sideline of State Street, and continuing along the southerly sideline of State Street to an intersection with the extended easterly sideline of Change Avenue;

Thence turning and running in a northerly direction along the extended easterly sideline and the easterly sideline of Change Avenue to an intersection with the northerly property line of the property identified on the Property Map (Map A) as 60 State Street;

Thence turning and running in an easterly direction by various courses and distances along the northerly property line of said 60 State Street and continuing in an easterly direction along the northerly property line of the property identified on the Property Map (Map A) as 80 State Street and the last said property line extended in an easterly direction to an intersection with the easterly sideline of Merchants Row;

Thence turning and running in a northerly direction along the extended easterly sideline of Merchants Row to an intersection with the southerly property line of the property identified on the Property Map (Map A) as 1-3 South Market Street, which is also the northerly sideline of Chatham Street;

Thence turning and running in a westerly direction along the southerly property line of said 1-3 South Market Street to an intersection with the easterly sideline of Merchants Row;

Thence turning and running in a northerly direction along the westerly property line of said 1-3 South Market Street, which is also the easterly sideline and extended easterly sideline of Merchants Row, to an intersection with the extended southerly property line of the property identified on the Property Map (Map A) as Faneuil Hall;

Thence turning and running in a westerly direction along the extended southerly property line and the southerly property line of said Faneuil Hall to an intersection with the westerly property line of said building;

Thence turning and running in a northerly direction along the westerly property line and extended property line of said Faneuil Hall extended to an intersection with the northwesterly sideline of North Street;

Thence turning and running in a southwesterly direction along the northerly sideline of North Street to an intersection with the easterly sideline of Union Street;

Thence turning and running in a northerly direction along the easterly sideline of Union Street to an intersection with the southerly sideline of Hanover Street;





Thence turning and running in a northeasterly direction along the southerly sideline of Hanover Street to an intersection with the westerly sideline of Blackstone Street;

Thence turning and running in a northwesterly direction along the extended westerly sideline and the westerly sideline of Blackstone Street, which is also a State Highway location layout line, to the end of Blackstone Street at Haymarket Square.

Thence turning and running in a northeasterly and northwesterly direction by various courses and distances along the State Highway location layout line to the southeasterly corner of the property of the City of Boston identified on the Property Map (Map A) as the Haymarket Relief Station;

Thence running in a northwesterly direction by various courses and distances along the northeasterly property line of said Haymarket Relief Station to an intersection with the easterly sideline of Canal Street, which is also the westerly property line of said Haymarket Relief Station;

Thence turning and running in a southeasterly direction along the easterly sideline of Canal Street to an intersection with the extended northerly sideline of Market Street;

Thence turning and running along the extended northerly sideline and the northerly sideline of Market Street to an intersection with the northeasterly sideline of Merrimac Street;

Thence turning and running in a northwesterly direction along the northerly sideline of Merrimac Street to the point of beginning.



## CHAPTER II: PROPOSED RENEWAL ACTIONS AND DESIGN OBJECTIVES

### SECTION 201: GENERAL RENEWAL ACTIONS

The Government Center Project will be undertaken and carried out by the Boston Redevelopment Authority (herein, with its successors and assigns, also called the "Authority.") The principal activity will be clearance and redevelopment to remove a decadent and blighted area in the heart of the city.

The principal reuse of project land will be public and private office space, supported by accessory uses and public open space. Public improvements will include an improved street system, off-street parking, adjustment and improvement of utilities and mass transit, as well as public open area. These actions are summarized in Sections 202-204, below.

### SECTION 202: CLEARANCE AND REDEVELOPMENT

The major activity in the Project Area will be clearance and redevelopment. It is proposed that six existing properties will not be acquired (subject to the provisions of Section 303 hereof) since they are or can be made compatible with the Plan and its design objectives. Disposition parcels will be made available for redevelopment as stipulated in Chapter III, Land Use and Building Controls.

### SECTION 203: PUBLIC IMPROVEMENTS

#### A. Streets

A completely new major street system will be constructed in a logical and orderly manner; paving, curbs and sidewalks in abandoned streets will be removed; and existing streets to remain will be reconstructed or widened, all as shown on Map B, Proposed Land Use Map. In addition, an access street from Hawkins Street to serve buildings on Parcel 2, and an underground service roadway from New Congress Street to serve buildings on Parcels 6 and 9 shall be constructed. Should engineering and traffic studies prove its feasibility, an ingress road from New Chardon Street to Canal Street will be provided.

#### B. Utilities

Project activities include the placing of underground utility lines within the new street system as necessary to serve the Project Area in an adequate manner; and the abandonment, removal, relocation, or improvement of all existing utilities wherever necessary. Whenever such utilities are adequate and in accordance with the Urban Renewal Plan, they shall be retained. All private and public utilities will be placed underground.



C. Landscaping

Attractive landscaping of all open areas and, wherever appropriate, areas within public street rights-of-way, will be provided.

D. Street Lighting

The replacement and modernization of the present street lighting system to conform to the new street plan and to meet the general and special needs of the renewal area are proposed.

E. Public Open Space

Public open space, including a Government Center Plaza, and other attractively developed open spaces and walkways, will be publicly provided and maintained.

F. Rapid Transit

Rapid transit facilities will be reconstructed as necessary to serve the Project adequately and efficiently. The northbound tunnel of the Tremont Street Subway line will be relocated between Scollay Square and Haymarket Square and a turnaround loop will be constructed at Scollay Square Station, both as indicated on Map B, Proposed Land Use.

SECTION 204: REHABILITATION

One acquired structure with historic and architectural significance will be sold for rehabilitation, and three non-acquired structures are designated for rehabilitation, all in accordance with Sections 404 and 405 hereof.

SECTION 205: PLANNING AND DESIGN OBJECTIVES

A. Introduction

The general planning and design objectives of the Government Center Urban Renewal Plan are:

1. Revitalization of a key portion of downtown Boston through clearance, redevelopment and rehabilitation, thereby eliminating a decadent and sub-standard area;
2. Functional integration of new governmental facilities, supported by new private office facilities and ancillary consumer and business service facilities;



3. Introduction of new economic strength in the Government Center Project Area, thereby creating an effective center of activity functionally linked to the Retail Core, the Financial District, the Waterfront, the North Station, the Beacon Hill Governmental District, and the nearby residential areas of Beacon Hill and the West and North Ends;
4. Provision of adequate vehicular access to Government Center in order to emphasize the importance of Government Center to the entire Boston Peninsula, while at the same time improving mass transit and pedestrian access into and movement within the Project Area;
5. Creation of design continuity between the public and private parcels in order to heighten an awareness of the essential inter-relation of all the Government Center buildings, open spaces, and pedestrian and vehicular ways;
6. Creation of a symbol of democratic government and its related institutions in the physical context of the surrounding historical districts, thereby continuing and improving the important role this area has played in the political, social and cultural history of Boston and America.

### Implementation

These general planning and design objectives will be implemented by:

1. The planning and design of public facilities; circulation systems (pedestrian, vehicular, and mass transit); open spaces; public buildings and other public facilities; and
2. Use and design controls on the disposition parcels, the rehabilitation parcels, and the buildings in the Project Area which are not proposed to be acquired.

Moreover, these general planning and design objectives are supplemented by the specific planning and design objectives set forth below. The developer of each disposition parcel and the owner of each rehabilitation parcel, will be required not only to adhere to the particular controls and restrictions imposed upon his parcel ( see Chapter III, Section 302 and Chapter IV, Section 404 and 405 ), but also to





give adequate consideration to the spirit of the objectives and principles of the Urban Renewal Plan in respect to land use, design, and building controls.

C. Circulation System Objectives

1. Pedestrian Movement

- a. Provide a system of pedestrian paths linking open spaces, private and public buildings, mass transit and other public facilities within Government Center;
- b. Provide a system of pedestrian paths linking Government Center and the adjacent districts of North Station, Quincy Market and the Waterfront, the North End, Beacon Hill and the State House, the Retail Core, and the new West End Redevelopment Area;
- c. Provide a system of pedestrian paths which can be incorporated into an improved system for Boston's historic Freedom Trail;
- d. Provide a system of pedestrian paths, the principal elements of which are:
  - (1) paralleling systems of building arcades, walkways and open spaces starting at Pemberton Square, linking the intersections of Cambridge, Tremont and Court Streets, the Scollay Square MTA Station, Government Center Plaza, the Sears Crescent, new City Hall, Dock Square, and Faneuil Hall (this varied system of open and sheltered walks will eventually tie into the historic Market and Blackstone-Union Streets area and thence the Waterfront on the east, and the North End Freedom Trail elements on the north),
  - (2) mid-block open walkway at Washington and State Streets linking new City Hall to the Retail Core and the Financial District via Washington Street,
  - (3) systems of arcaded walkways within the building lines of parcels facing Government Center Plaza, east of New Congress and west of Cambridge-Tremont, thus creating protected pedestrian paths serving these parcels while protecting and defining pedestrian movement where adjacent to important streets, and maximum flexibility



for pedestrian desires and to give adequate access to all parcels.

## 2. Vehicular Circulation

- a. Provide a rational vehicular circulation pattern which:
  - (1) maximizes re-use of existing rights-of-way,
  - (2) eliminates awkward and dangerous intersections,
  - (3) separates different types of vehicular movement according to function, speed, and destination,
  - (4) creates super-blocks free of vehicular traffic,
  - (5) makes disposition sites more practical in terms of construction, including off-street parking, and other service standards, and
  - (6) creates open spaces free of vehicular traffic;
- b. Simplify and increase the total carrying capacity of routes by creating a hierarchy of vehicular movement which:
  - (1) discourages through-traffic from using streets within Government Center designed for Government Center private vehicular movement alone, and
  - (2) encourages such movement on the Central Artery and other appropriate through-traffic arteries;
- c. Increase the efficiency of the vehicular connections serving Government Center so as to provide a greater access to the Project Area by:
  - (1) creating at grade level the one-way connector street-pair formed by New Sudbury and New Chardon Streets, and



- (2) Improving and widening the existing State and Court Streets as secondary streets;
- d. Design street width, capacity, pavement and related street equipment, in order to
  - (1) enhance access to disposition parcels, and
  - (2) relate such designs to the height, massing, facade, treatment, and use of disposition parcels;
- e. Minimize disposition parcel access from Cambridge-Tremont, New Congress-Merrimac, New Sudbury, New Chardon State and Court Streets. (In the execution of the Urban Renewal Plan, further improvement of private vehicular access and service systems within the purview of Plan controls will be accomplished by consultations between the Boston Redevelopment Authority and the disposition parcel developers.

### 3. Mass Transit

Increase the capacity of the Scollay Square Station to meet the increased numbers of employees in, and visitors to, Government Center by the construction of a loop designed to allow more cars to enter and leave Government Center within any period of time, and design surface entrances to meet the following three criteria:

- a. that their design harmonize with the design of the immediate area in which they are located,
- b. that they be so located as to maximize access to the station they serve, and
- c. that their design reflect the capacity of the station they serve.

### D. Objectives for Public Improvements, Open Spaces and Easements for Public Use

- 1. Provide high standards for the pedestrian's safety, comfort, and access to service elements contained in public spaces and rights-of-way, giving consideration to:
  - a. plant materials, paving and curb treatments, lighting, signs, and other street and open space equipment and furnishings;



- b. safety at pedestrian crossings and within open spaces;
  - c. street and open space sanitation; and
  - d. climatic comfort in all seasons to the degree feasible.
2. Provide a functional and attractive system of well-defined open spaces knitted into an integrated whole by equally well-organized streets, walkways, and open spaces, giving consideration to:
- a. The circulation and/or non-circulation function for which they were designed, and
  - b. The unification and functional articulation of the space sequences of the circulation system.
3. Encourage developers of disposition parcels to give consideration to:
- a. avoidance of setbacks or breaks in building lines which detract from the definition of enclosure of public open space and street space,
  - b. exploitation of building mass, screen walls, overhangs or landscaping as elements contributing to the definition of public open space and street space,
  - c. enhancement of climatic shelter objectives as they relate to public open space and street space,
  - d. provision of safe pedestrian and auto visibility minimizing curb cuts in public open space and street space areas,
  - e. maximum display of lighted or active portions of buildings toward public open space and street space areas in order to improve night-time safety,
  - f. placement of primary building entrances and approaches and arrangement of internal functions generating public activity in such a way as to generate and augment the purposes of public open space and street space, whether intended for active or passive uses, and





- g. use of architectural materials and scalar treatment of facade and roof lines in modes contributing to unity across and around all sides of the public open space and street space areas.

#### E. Land Use and Building Controls Objectives

1. Provide a high standard of convenience and mutual interdependence between local, State and Federal government facilities and services, on the one hand, and private offices and business services on the other hand, maximizing convenient pedestrian access between all parcels and emphasizing private office space that meets the needs of enterprises requiring Government Center proximity;
2. Provide a high degree of convenience, and self-sufficiency in Government Center in respect to local retail, personal service, and visitor accommodation facilities, maximizing the vertical and horizontal accessibility of such services from the principal public pedestrian walks and open spaces;
3. Control vehicular traffic generation at a level reasonably related to the presence of mass transportation alternatives, the intense degree of pedestrian movement required in this area, and the limited availability of private vehicular movement channels in the area;
4. Provide an adequate standard of light, air, and open space, and create a total pattern of buildings which is both expressive of contemporary real estate development and a harmonious part of historic Boston. (Land use and building controls and restrictions emphasize the potential for buildings of moderate height and great horizontal continuity, both to ensure accessibility to light and air and to affirm the continuity of enclosure of streets and open spaces by long buildings which is characteristic of this part of Boston. The rationale directing the location of tall buildings is based upon an overall area effect rather than upon similarities or dissimilarities of locational conditions between adjacent parcels. The objective as it relates to Parcel 8 is creation of a "true tower", with approximate dimensions of 100' by 170'. In the overall plan as it relates to tall buildings, principal considerations will be minimizing shadowing of lower buildings, major open spaces and transit interchanges, and utilization of the building as an attractive distant landmark for the location and internal structure of Government Center.)



## F. Buildings Objectives

1. The Urban Renewal Plan makes possible and depends upon the highest possible level of contemporary architectural design. The individual developer's proposal will be reviewed in terms of its contribution to a suitable present-day city environment, its care for the assets and community values of historical Boston, and the permanence of renewal objectives in terms of aesthetic expression, utilitarian arrangement, and structural soundness. This objective will require the developer to conform to the principles of the overall Project Area design through careful attention to the potentials of the disposition parcel (see especially paragraphs D and E above), and to the following standards:
  - a. The best modern architectural standards for natural and artificial lighting acoustics, and mechanical plant should be utilized, as well as sensitive external expression of these factors in order to avoid premature obsolescence.
  - b. Experimentation in the arrangement of uses in a single architectural complex should be undertaken in order to improve on current architectural solutions in respect to mixed land-use sites and in respect to preserving the spatial integrity of the street and defined public open spaces, at least for lower floors facing the space.
  - c. New and rehabilitated buildings, as well as buildings proposed to be retained, should harmonize, not only with others sharing the same streets or open spaces, but with surrounding older parts of downtown Boston. Particular note should be taken of the use of curtain walling materials and architectural rhythm and detail of wall openings, relating to dominant local architectural traditions of masonry materials and complex and careful scales of wall openings and details.
  - d. All parapets and roof-top structures should be well organized so as to present an attractive appearance from all points of view, including view from higher buildings.



- e. New and rehabilitated buildings as well as buildings proposed to be retained should be treated with architectural values on all facades, leaving no facades of inferior material.
2. Two special and fundamental principles of the Urban Renewal Plan with respect to individual architectural considerations are as follows:
- a. Maintenance around Government Center Plaza of a dignified building enclosure of simple roof-line, similar or harmonious materials, and similar scale of facade treatment, providing an unobtrusive common setting over which the new City Hall will be visually dominant and artistically unique; and
  - b. Maintenance and strengthening of a clear visual channel and sequence of related architectural appearances extending from Government Center Plaza to the Waterfront (the latter outside Project Area) expressing the functional ties between these points of tourist interest and the intervening open spaces as well. It is to be noted that long moderately-low existing buildings, making heavy use of concrete or granite materials, are frequently found along this line.



## CHAPTER III: LAND USE AND BUILDING CONTROLS

### SECTION 301: LAND USE MAP

The proposed land uses are shown on Map B, Proposed Land Use.

### SECTION 302: LAND USE PROVISIONS AND BUILDING REQUIREMENTS

#### A. General Requirements

1. Applicability: The provisions of sub-Section 302:  
(A) shall apply to all property within the Project Area, and shall be implemented by appropriate covenants in disposition or other documents.
2. Duration of Controls, Effective Date and Renewal Provisions:  
The provisions and requirements established in this Plan shall be maintained and in effect for a period of 40 years from the date of the original approval of the Urban Renewal Plan by the City Council, except for Sections 302: (A) 3 and 4 below, which shall remain in effect for a period of 100 years from said date.
3. Restrictive Covenants: No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Boston Redevelopment Authority or by any purchaser or leasee from it (or any successors in interest of such purchasers or leasees) by which land in the Project Area or any improvements, facilities or appurtenances constructed on such land, is restricted either by the Boston Redevelopment Authority or by such purchasers, leasees or successors in interest, upon the basis of race, creed, color, or national origin, in the occupancy thereof.
4. Compliance with Anti-Discrimination Laws:  
Redevelopers shall comply with all State and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of property in the Project Area, provided that this section shall not apply to the United States of America





5. Interim Uses. The Boston Redevelopment Authority may devote properties acquired by it in the Project Area, prior to the time such properties are needed for redevelopment purposes, to temporary uses for parking, relocation, or recreation, in accordance with such standards, controls, and regulations as the Authority may deem appropriate.
6. Definitions Applicable in the Interpretation of Building Requirements and Restrictions:
  - a. Floor Area Ratio: the direct ratio of the total, above grade, gross floor area of a building to the total area of the disposition parcel.
  - b. Building Coverage: the percentage of the disposition parcel covered by the ground floor of the building.
  - c. Height: the height of a building shall be measured from the mean grade of the sidewalk or a given grade elevation to the top of the parapet of the building facade. Grade elevations are measured from Boston Base.
  - d. Setback: the distance between the disposition parcel line and a line beyond which no part of the building may protrude.
  - e. Building Envelope: a building envelope is the geometric figure defined by the application of height, setback and similar controls for a disposition parcel.
  - f. Arcade: an area of a building which is open to public access along its entire length.
7. Landscaping: All open areas must be suitably landscaped so as to provide a visually attractive environment.
8. Sign Control: Signs within the Project Area shall be restricted to the non-animated and non-flashing type, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24". The size, design, location and



number of signs shall be approved by the Authority. No signs or advertising shall be placed on the exterior facade on or above the floor level of the third floor of any structure. Any exceptions to the above controls, or the placement or replacement of any sign during the 40-year duration of this Plan, must be approved by the Boston Redevelopment Authority.

9. Exterior Lighting: Exterior lighting may be used to light doors, entrances, show windows, plazas, and open spaces. It shall be located and shielded so as to prevent glare on adjacent properties. No flood lighting of buildings or streets will be permitted except by special approval of the Boston Redevelopment Authority.
10. Off-Street Loading: Servicing of all buildings shall be off-street, except that not-to-be-acquired parcels and parcels designated for rehabilitation may be exempted in writing, by the Boston Redevelopment Authority, where existing conditions make compliance with this requirement impossible. Developers shall provide access to such servicing areas only where permitted under Section 302(B) below.

The following are the off-street loading bay requirements for each parcel, unless otherwise provided under Section 302(B):

Number of Bays Required for New Structures by  
Gross Floor Area of Structures  
(in thousands of square feet)

Gross Floor Area (in thousands of square feet)	Under 15	15- 100	100- 150	150- 300	300 and over
Number of Bays Required	0	1	2	3	4, plus 1 for each addition- al 150,000 sq. ft.



Off-street loading bay requirements do not apply to any of the following uses:

Fire Station  
Police Station  
Telephone Exchange  
Drive-in Restaurants  
Outdoor Recreation Places  
Parking Garage

11. Open Parking Areas. Open parking areas must be paved and landscaped and effectively screened to provide an attractive visual appearance. The number of parking spaces provided must be consented to in writing by the Boston Redevelopment Authority.
12. Storage. The open air storage of materials, equipment or merchandise other than automobiles shall not be permitted in any section of the Project Area.
13. Uses. The Project Area shall generally be devoted to office and business uses, and landscaped open areas. Specific uses for each parcel are set forth in Section 302(B). In each case, and unless specifically otherwise provided, designation of a particular use includes all accessory and ancillary uses, customarily or reasonably, incident to the use specified, or the use on an adjoining parcel. Retail businesses are permitted on all private parcels except those devoted to open space. Restaurants are permitted on all parcels except those devoted to open space. Landscaped open space is permitted as an accessory use on any parcel. Within the purview of this Section, the Authority may permit on any parcel such uses as are consistent with the objectives of the Project.
14. Utility Easement. Easements for utilities shall be provided in accordance with Proposed Land Use Map, and Section 302(B) hereof. Additional utility easements, as needed, may be granted by the Authority.
15. Subway Facilities. Provision shall be made for subway tunnels, stations, and access facilities in accordance with the Proposed Land Use Map, and disposition parcels shall be subject to easements and other rights as appropriate in accordance therewith. In addition, developers on each parcel may construct or arrange to have constructed such additional facilities as they deem desirable.
16. Arcaded Pedestrian Ways. Arcaded pedestrian ways are permitted on all disposition parcels.
17. Subway Easements. Easements for existing subway tunnels must be maintained, and construction shall proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use.



of Metropolitan Transit Authority facilities, and any existing above ground facilities must be restored or replaced in a manner acceptable to the Metropolitan Transit Authority.

18. Automobile Passenger Discharge Area. Buildings in public use shall provide automobile passenger discharge areas, in such a way as not to impede traffic flow.
19. Provisions for Handicapped People. All new buildings in the Project Area shall be so designed that persons in wheelchairs can enter and leave and travel about the building in a reasonable manner without undue obstruction. Appropriate entrances and exits for such persons shall be constructed on all major frontages.





B. Land Use Provisions and Building Requirements for Specific Re-Use Parcels (For Parcel numbers, see Proposed Land Use Map)

Parcel 1:

A. Permitted Uses

This parcel shall be devoted to public office and institution.

B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: not applicable.
3. Height: unless otherwise specified and approved by the Boston Redevelopment Authority, no portion of this Parcel is to exceed 420' above elevation 34.0.
4. Setback: where possible, a minimum setback should be applied to clearly define the circumferential streets.
5. Building Envelope: not applicable.
6. Parking: a maximum of 50 open spaces in a suitably screened and landscaped area may be provided. A minimum of 100 spaces of enclosed parking must be provided. Automobile servicing for official vehicles is permitted provided such servicing is entirely within an enclosed structure.
7. Access: for parking and loading, access not permitted within 200' of the intersection of New Chardon and Merrimac Streets, Merrimac and Staniford Streets, Staniford and Cambridge Streets, and Cambridge and New Chardon Streets. No more than three vehicular access points are permitted along the perimeter of this Parcel.
8. Loading Bays: at least 9 loading bays shall be provided.



Parcel 2:

A. Permitted Uses

Parcel 2 may be subdivided by the Authority, and for each sub-parcel, the principal use may be office, public or private institution, utility, parking or open space or transient housing.

B. Building Requirements

1. Floor Area Ratio: not to exceed six, except for additions to adjacent existing buildings where the Floor Area Ratio shall not exceed ten.
2. Building Coverage: not applicable.
3. Height:
  - (a) Additions to adjacent existing buildings of the New England Telephone & Telegraph Company shall be no higher than the existing building.
  - (b) Religious buildings: restrictions not applicable.
  - (c) All other buildings: not to be less than 65' nor more than 85' above elevation 34.0'.
4. Setback: controls not applicable.
5. Other Requirements: no building or parking shall be permitted in the area defined by the southwesterly facade of the existing New England Telephone and Telegraph Company building, the northwesterly building line of said Building extended to Cambridge Street, and the northeasterly sideline of Cambridge Street which shall be public open space, and through which adequate pedestrian and vehicular access to the front, including an automobile passenger discharge area shall be provided for the existing New England Telephone and Telegraph Company building.
6. Parking: the number of surface parking spaces for each sub-parcel must be consented to in writing by the Boston Redevelopment Authority. Automobile servicing for official vehicles in connection with a public institution shall be permitted provided such services are entirely within an enclosed structure.
7. Access: shall be in conformity with good traffic engineering practices.
8. Loading Bays: not applicable to buildings of a religious nature built on this parcel



Parcel 3a and 3b:

A. Permitted Uses

These parcels shall be devoted to surface parking or open space.

B. Requirements and Controls

Access: for Parcel 3a from Hawkins Street; for Parcel 3b from Bowker Street



Parcel 4:

A. Permitted Uses

1. This parcel shall be devoted to private, public or semi-public uses. Principal uses may be public parking and bus terminal facilities. In the event that bus terminal facilities are provided, such use shall be confined to that portion of the parcel which is east of New Congress Street.
2. Accessory uses permitted include:
  - a. Transportation facilities.
  - b. Retail and service establishments.
  - c. Eating places and entertainment.
  - d. Exhibition space.
  - e. Tourist information facilities

B. Building Requirements

1. Floor Area Ratio: not to exceed six.
2. Building Coverage: not applicable.
3. Height: not more than 65' nor less than 35' above elevation 34.0.
4. Setback: on New Sudbury Street, Blackstone Street and New Congress Street a minimum setback should be applied to clearly define these streets.
5. Building Envelope: provision for New Congress Street to pass through the building with a vertical clearance of not less than 14'6" must be provided.
6. Parking: no open automobile parking permitted.
7. Access: shall be in conformity with good traffic engineering practices.





Parcel 5:

A. Permitted Uses

This parcel shall be devoted to public-office and institution.

B. Building Requirements

1. Floor Area Ratio: not to exceed six.
2. Building Coverage: restrictions not applicable.
3. Height: not to be less than 65', or more than 85' above elevation 34.0' in that portion of the parcel lying within 500' of New Congress Street, not to exceed 400' above elevation 34.0' for the remainder of the parcel.
4. Setback: controls not applicable.
5. Building Envelope: not applicable.
6. Parking: no open parking permitted. Automobile servicing for official vehicles permitted provided such services are entirely within an enclosed structure.
7. Access: may be provided from New Sudbury Street and from New Congress Street by right turn only, but not within 100' of the southerly sideline of New Sudbury Street.
8. Loading Bays: at least 3 loading bays shall be provided.



Parcel 6:

A. Permitted Uses

This parcel shall be devoted to public office and institution.

B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: not applicable.
3. Height: not to exceed 140' or to be less than 100' above elevation 34.0'
4. Setback: not applicable.
5. Building Envelope: east facade of building must form an effective visual enclosure to Dock Square.
6. Parking: no open parking permitted. Enclosed parking permitted below elevation of Government Center Plaza as it abuts upon Parcel 6. Automobile servicing for official vehicles permitted provided such services are entirely within an enclosed structure.
7. Access: for parking and loading by right turn only from New Congress Street.
8. Loading Bays: at least 5 loading bays shall be provided.



Parcel 7:

A. Permitted Uses

Parcel 7 may be subdivided by the Authority, and for each sub-parcel the principal use may be transient housing and/or office.

B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: not applicable.
3. Height: not to be less than 65' or more than 85' above elevation 34.0' for that portion of the parcel lying south of the southerly sideline of West Hanover Street; not more than 200 ft. above elevation 34.0' for remainder of parcel.
4. Setback: no setbacks allowed on New Congress Street and Dock Square.
5. Building Envelope: Entire frontage on New Congress Street must be arcaded for pedestrian traffic. An easement on grade, with a vertical clearance of not less than 14'6" must be provided for West Hanover Street. Appropriate provision shall be made for the passage of pedestrians through the building from Union Street to New Congress Street.
6. Parking: not less than three enclosed parking spaces for every four guest rooms of any transient housing facility must be provided. Not more than 50 open parking spaces may be provided. Open parking not permitted along New Congress or New Sudbury Street frontages. Automobile servicing permitted provided such services are entirely within an enclosed structure.
7. Access: for parking and loading, from West Hanover Street and Union Street only.



Parcel 8:

A. Permitted Uses

This parcel shall be devoted to general office uses.

B. Building Requirements

1. Floor Area Ratio: not to exceed 25.
2. Building Coverage: not applicable.
3. Height: not to be less than 360' or more than 500' above elevation 34.0'.
4. Setback: no setback permitted on Parcel 11 frontage. Setback of at least 50' from State Street must be provided, which setback area must be attractively planted with large-scale trees of at least 8-10" caliper and which must be open to the public.
5. Building Envelope: not applicable.
6. Parking: no open parking. Enclosed parking permitted below Government Center Plaza level as it abuts upon Parcel 8.
7. Access: for loading and parking, from New Congress Street. Must be more than 60' from the northerly sideline of State Street. In addition, an off-street passenger discharge area on the State Street frontage, no closer than 60' from the westerly sideline of New Congress Street, must be provided.





Parcel 9:

A. Permitted Uses

1. Parcel 9 may be subdivided by the Authority and for each sub-parcel, the principal use shall be general office.

B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: no building having a height of more than 12' shall be constructed on that portion of Parcel 9 which is west of a line created by extending a straight line from the northwest corner of Parcel 9 to the southwest corner of Parcel 9.
3. Height: that portion within 50' of the northerly parcel line must be built to elevation to match the existing cornice line of the Sears Crescent (65' above elevation 34.0').
4. Setback: no setback permitted along full frontage on Government Center Plaza.
5. Building Envelope: must be built to uniform height along full length of northern parcel frontage on Government Center Plaza. If required by the Authority, an easement through Parcel 9 shall be provided to accommodate loading access to 1 Court Street.
6. Parking: no open parking. Enclosed parking permitted below Government Center Plaza level as it abuts upon the Parcel.
7. Access: for parking and loading, from New Congress Street under Government Center Plaza level.



## Parcel 10

### A. Permitted Uses

Parcel 10 may be subdivided by the Authority and for each sub-parcel the principal use shall be general office. See Chapter IV, Section 404, for standards and controls on that portion of Parcel 10 which may be rehabilitated.

### B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: restrictions not applicable.
3. Height: to match existing cornice line of Sears Crescent (65' above elevation 34.0').
4. Setback: no setback permitted on full frontage on Court Street for first two floors. No setback permitted for entire frontage on Government Center Plaza.
5. Building Envelope: controls not applicable.
6. Parking: no open parking. Enclosed parking permitted below the Government Center Plaza level as it abuts upon the Parcel.
7. Access: for loading and parking, from Franklin Avenue or New Congress Street under Government Center Plaza level.
8. Storage: no open air storage, temporary or permanent, of materials for use in or refuse from Parcel 10 shall be permitted on Franklin Avenue or Franklin Avenue frontage.
9. An easement with a diameter of at least 60' and a vertical clearance of at least 14'6" shall be provided as a vehicular turn-around for vehicles entering Franklin Avenue, unless alternate means of access are provided for Parcel 10 and 17 Court Street, which means of access are satisfactory to the Federal Government (if it then owns 17 Court Street) and to the Authority.



## Parcel 11

### A. Permitted Uses

This parcel shall be devoted to public open space.

### B. Requirements

1. No structures or landscaping, which might block access, light, or air shall be placed within 75' of Parcel 5, except with the consent of the owners of Parcel 5.
2. Easement for New Congress Street beneath the Plaza with a minimum vertical clearance of 14'6" must be provided.
3. The following easements shall be provided if required by the Authority:
  - a. For underground loading for Parcels 6, 8, 9, 10, 1 Court Street, and 17 Court Street.
  - b. For basement for Parcel 6.
  - c. For utilities.
  - d. For parking beneath the Plaza.



## Parcel 12

### A. Permitted Uses

Parcel 12 may be subdivided by the Authority, and for each subparcel the principal use shall be general office.

### B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: maximum coverage of parcel will be encouraged.
3. Height: not to be less than 75' or more than 125' above elevation 34.0'.
4. Setback: no setback permitted along full frontage of Cambridge Street.
5. Building Envelope: must be built at uniform height along parcel frontage on Cambridge Street. A pedestrian way with a minimum vertical clearance of 12' and minimum width of 45' from Cambridge Street level (43.0') to Pemberton Square level (63.0') must be provided with Parcel 12. Ground floor on Cambridge Street level must be arcaded for pedestrian use for full length of Cambridge Street frontage.
6. Parking: no open parking permitted. No parking permitted above Cambridge Street elevation on Cambridge Street frontage.
7. Access: for parking and loading, from Cambridge Street, but not within 600' of the intersection of the easterly sideline of Somerset Street and the southerly sideline of Cambridge Street, and/or from Somerset Street, but not within 65' of the southerly sideline of Cambridge Street.

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## Parcel 13

### A. Permitted Uses

Parcel 13 may be subdivided by the Authority and for each subparcel the principal use shall be general office.

### B. Building Requirements

1. Floor Area Ratio: not to exceed ten.
2. Building Coverage: not applicable.
3. Height: not to be less than 65' nor more than 85' above elevation 34.0' within 75 feet of Faneuil Hall Square frontage. Not more than 130' above elevation 34.0' for remainder of parcel.
4. Setback: no setback permitted.
5. Building Envelope: appropriate pedestrian arcades shall be provided.
6. Parking: no open parking. Enclosed parking permitted below Government Center Plaza level as it abuts upon Parcel 13.
7. Access: for parking and loading from Faneuil Hall Square only.



## Parcel 14

### A. Permitted Uses

This parcel may be subdivided by the Authority, and for each subparcel the principal use shall be general business.

### B. Building Requirements

1. Floor Area Ratio: not to exceed 6.
2. Building Coverage: restrictions not applicable but maximum coverage of parcel will be encouraged.
3. Height: not to be less than 40' nor more than 70' from pavement to cornice line.
4. Setback: no setback on Faneuil Hall Square frontage.
5. Building Envelope: not applicable.
6. Parking: no open parking. Closed parking permitted below grade.
7. Access: for parking or loading from Corn Court only.



## Parcel 15

### A. Permitted Uses

This parcel shall be devoted to general business uses. The principal use may be a service establishment.

### B. Building Requirements

1. Floor Area Ratio: not to exceed six.
2. Building Coverage: not applicable.
3. Height: not to be less than 45' or more than 75' above elevation 34.0' for that portion fronting on New Chardon and Market Streets; balance of parcel may be not less than 12' or more than 75' above elevation 34.0'.
4. Setback: no setback permitted along full frontage of New Chardon Street.
5. Building Envelope: must be built at uniform height along all frontages.
6. Parking: not less than 4 enclosed parking spaces must be provided.
7. Access: for parking and loading from Canal and Market Streets only.



### SECTION 303: NOT TO BE ACQUIRED PROPERTIES

The six (6) buildings which are designated not to be acquired are in good structural condition, are not needed for public improvements, and are or can be made compatible with the Plan and its design objectives. To the extent that a building is not presently compatible with the Plan, agreements will be entered into between the Authority and the owner, providing for whatever work is needed to make it so compatible and subjecting the property to the continuing controls of the Plan. Where the owner of such a structure refuses to enter into such an agreement or fails to carry out the required improvements within the time provided in the agreement, the property will be subject to the eminent domain powers of the Authority. The objectives set forth in Chapter II, the General Requirements in Chapter III, Section 302A, and the General Standards for Rehabilitation in Chapter IV, Section 404 (insofar as appropriate) shall apply to these properties, as well as the more specific controls and restrictions set forth below.





A. 10 Tremont Street (Block 289 - Parcel 1)

1. For the existing building:

a. Permitted Uses

This parcel shall be devoted to general office uses.

b. Building Requirements

- (1) All visible facades of the building shall be treated and maintained in such a manner as to conform to the controls and objectives of the Plan.
- (2) The height of this building shall not be greater than that which exists on the date the Urban Renewal Plan is approved by the City Council.

2. If the existing structure should be destroyed or demolished, the following controls shall apply:

a. Permitted Uses

This parcel shall be devoted to general office uses.

b. Building Requirements

- (1) Floor Area Ratio: not to exceed 10.
- (2) Building Coverage: not applicable.
- (3) Height: not to be less than 75' or more than 120' above elevation 34.0'.
- (4) Setback: no setback on Tremont or Court Street frontages.
- (5) Building Envelope: must be built at uniform height along full lengths of street frontages.
- (6) Parking: no parking permitted.
- (7) Access: not applicable.



B. 17 Court Street (Block 140, Parcel 7), Veterans Administration Building

1. This property is presently owned by the Federal Government and used for Governmental purposes. All controls to be imposed upon the property while it is in Federal ownership and use shall be mutually agreed upon between the Authority and the Federal Government.
  - a. Permitted Uses: This parcel shall be devoted to public office or institution.
  - b. Building Requirements:
    - (1) The height of this building shall not be greater than that which exists on the date the Urban Renewal Plan is approved by the City Council.
    - (2) Access for loading and unloading shall be from Franklin Avenue or New Congress Street under Government Center Plaza level.
2. If the existing structure should be destroyed or demolished, the following controls shall apply:
  - a. Permitted Uses: This parcel shall be devoted to public or private office uses.
  - b. Building Requirements:
    - (1) Floor Area Ratio: not to exceed eight.
    - (2) Building Coverage: not applicable.
    - (3) Height: must be built to an elevation to match the existing cornice line of the Sears Crescent (65' above elevation 34.0').
    - (4) Setback: no setback permitted on Court Street or Government Center Plaza frontages.
    - (5) Building Envelope: must be built at a uniform height along full lengths of all frontages.
    - (6) Parking: no open parking permitted. Enclosed parking permitted below the level of Government Center Plaza as it abuts upon the Parcel.
    - (7) Access: for parking and loading, from Franklin Avenue or New Congress Street under Government Center Plaza level.

... 8 - 3 ...

... 8 - 3 ...

C. 1 Court Street (Ames Building) (Block 140, Parcel 6)

1. For the existing building:

a. Permitted Uses

This parcel shall be devoted to general office uses.

b. Building Requirements

- (1) All visible facades of the building shall be treated and maintained in such a manner as to conform to the controls and objectives of the Plan.
- (2) The height of this building shall not exceed that which exists on the date the Urban Renewal Plan is approved by the City Council.

2. If the existing structure should be destroyed or demolished, the following controls shall apply:

a. Permitted Uses

This parcel shall be devoted to general office uses.

b. Building Requirements

- (1) Floor Area Ratio: not to exceed 10
- (2) Building Coverage: not applicable
- (3) Height: to match the existing cornice line of the Sears Crescent (65' above elevation 34.0). But if a structure on Parcel 9 has been constructed prior to the demolition of the Ames Building, any building constructed thereafter on this site may be built to the same height as that portion of Parcel 9 which abuts upon the site.
- (4) Setback: no setback on Court Street frontage.
- (5) Building Envelope: must be built within regulated height along full length of street frontages.
- (6) Parking: no parking facilities permitted.
- (7) Access: for loading, may be shared with other parcels.



- D. 6 Bowdoin Square (New England Telephone & Telegraph Co.)  
(Block 146, Parcel 14) (A portion of the  
land area only will be acquired.)

1. For the existing building:

a. Permitted Uses:

This parcel shall be devoted to public utility uses.

b. Building Requirements

- (1) The existing building shall be rehabilitated to conform with the design objectives of the Urban Renewal Plan in the following manner:

The southeast facade of the building shall be refaced to make it harmonious with the rest of the building.

- (2) The height of this building shall not be greater than that which exists on the date of the approval of the Urban Renewal Plan by the City Council.

- (3) Access: for parking and loading, from Hawkins Street only.

2. In the event that the New England Telephone and Telegraph Company vacates this parcel or the building or buildings are destroyed or demolished by any means, the use and building requirements on this parcel shall be as permitted in Parcel 2, Section 302, above, provided that if, in the event of such destruction or demolition, the New England Telephone and Telegraph Company chooses to replace such building or buildings, it may build such building or buildings to the same heights and floor area ratios as exist at the time of such destruction or demolition.





E. Bowker Street (Boston Edison Co.) (Block 131, Parcel 5)

1. For the existing buildings:

a. Permitted Uses

This parcel shall be devoted to public utility uses.

b. Building Requirements

(1) All visible facades of the building shall be treated and maintained in such a manner as to conform to the controls and objectives of the Plan.

(2) No structure on this parcel shall exceed 65.0' in height above elevation 34.0'.

(3) Access for loading and parking shall be from Hawkins Street and Bowker Street only.

2. In the event that the Boston Edison Company vacates the existing buildings, or if they are destroyed or demolished by any means, the use and building requirements on this parcel shall be as permitted in Parcel 2, Section 302, above.



F. 43 Hawkins Street (City of Boston Welfare Building and  
Chardon Street Home) (Block 131, Parcel 16)

1. For the existing buildings:

a. Permitted Uses

This parcel shall be devoted to public institutional uses.

b. Building Requirements

(1) The height of these buildings shall not be greater than that which exists on the date of the approval by City Council of the Urban Renewal Plan.

(2) Access for loading and parking shall be from Bowker and Hawkins Street only.

2. In the event the City vacates these structures, or they are destroyed or demolished by any means, or proposed to be altered in any way, the use and building requirements on this parcel shall be as permitted in Parcel 2, Section 302, above.



#### CHAPTER IV: LAND ACQUISITION

##### SECTION 401: LAND ACQUIRED OR TO BE ACQUIRED

- A. The Boston Redevelopment Authority has acquired or will acquire all properties as shown on Map A, Property Map.
- B. In addition, street rights-of-way will be acquired as necessary to carry out the Urban Renewal Plan Proposals.

##### SECTION 402: SPECIAL CONDITIONS UNDER WHICH PROPERTIES DESIGNATED FOR ACQUISITION MAY NOT BE ACQUIRED

- A. 50 State Street, (Block 97, Parcel 3) and 25 Faneuil Hall Square (Block 97, Parcel 2), presently designated for acquisition and integration into Disposition Parcel 13, may not be acquired if within 18 months from the date the Urban Renewal Plan is approved by the City Council, a feasible proposal for the development of the remainder of Parcel 13, which does not require the acquisition of said parcels, is accepted by the Authority and if within 6 months thereafter an agreement for the disposition of said remainder is executed.

In such event the existing building shall be rehabilitated to conform to both the design objectives and the General Standards for Rehabilitation of the Urban Renewal Plan (Section 404). All facades, fences, and exposed pipes remaining after construction is completed on Parcel 13 shall be rehabilitated or brought up to a standard acceptable to the Boston Redevelopment Authority which is compatible with the architecture of Government Center.

- B. 10 Faneuil Hall Square (Block 98, Parcel 2) and 6 Faneuil Hall Square (Block 98, Parcel 4) are presently designated for acquisition and integration into Disposition Parcel 14. However, if, within 18 months from the date the Urban Renewal Plan is approved by the City Council, a feasible proposal for the development of Parcel 14 is accepted by the Authority which does not require the acquisition of one or both of these parcels, and a disposition agreement with respect to Parcel 14 is executed, then the parcel or parcels not so required will not be acquired.

In such event, then, with respect to each such parcel not to be acquired, the existing building may be retained for rehabilitation in accordance with the design objectives and the general standards for rehabilitation of this plan. However, if within three months after the disposition agreement referred to above is executed the owner of said parcel does not present a feasible proposal for the rehabilitation of his property which is approved by the Authority; or if within two months thereafter an agreement is not executed providing for such rehabilitation; or if the rehabilitation does not proceed in accordance with such



agreement and within the time periods specified therefor in the agreement; then the parcel will be acquired by the Authority. Upon such acquisition, the Authority will seek to dispose of it to a purchaser willing to undertake such rehabilitation; however, if within four months of such acquisition by the Authority a feasible proposal for such rehabilitation is not presented to and approved by the Authority, or if within two months thereafter a disposition agreement providing for such rehabilitation is not executed, the parcel will be cleared by the Authority and made available for use as provided for Parcel 14 under Section 302B hereof.

SECTION 403: SPECIAL CONDITIONS UNDER WHICH PROPERTIES NOT DESIGNATED FOR ACQUISITION MAY BE ACQUIRED

- A. The following properties though not proposed now to be acquired may be acquired if necessary to achieve the objectives of the Urban Renewal Plan (see Section 303 hereof).
1. 10 Tremont Street (Block 289, Parcel 1).
  2. 17 Court Street (Veterans Administration) (Block 140, Parcel 7).
  3. 1 Court Street (Ames Building) (Block 140, Parcel 6).
  4. 6 Bowdoin Square (New England Telephone and Telegraph Company) (Block 146, Parcel 14). A portion of Block 146, Parcel 14, in any event, will be acquired. (See Property Map.)
  5. Bowker Street (Boston Edison Company) (Block 131, Parcel 5).
  6. 43 Hawkins Street (City of Boston) (Block 131, Parcel 6).
- B. The following properties, though not proposed now to be acquired, will be acquired if they are not rehabilitated in accordance with Standards and Procedures set forth in Sections 404 and 405 hereof:

Block 98, Parcels 1, 5 and 6.





## SECTION 404: GENERAL STANDARDS FOR REHABILITATION

### A. Purpose

The purpose of these standards is to assure that the following objectives are achieved:

1. That the property will be rehabilitated to its highest and best use consistent with its location.
2. That the interior of the building will be modern and useful, will attract desirable tenants, and that all work and facilities will comply with applicable City of Boston Building Codes and regulations.
3. That the exterior of the building will reflect such historic and architectural values as are appropriate to the building and its environment.

### B. Consideration of Rehabilitation Proposals

There is no intent to use the controls and restrictions which follow to limit or discourage unduly an imaginative and sensitive plan of alterations adequately satisfying the objectives of the Urban Renewal Plan. (See Chapter II, Section 205). Rehabilitation proposals consistent with the objectives of these controls and restrictions will be acceptable if adequately documented with complete architectural renderings of all aspects of the building, outline specifications for all new construction, drawings of typical external details, analyses showing the relationship between proposals and the various historical epochs of the building, and material giving assurances as to the nature and terms of years of building occupancies and uses proposed. Rehabilitation proposals will be reviewed by the Boston Redevelopment Authority, with the aid of competent historical advice, where applicable, against the criteria in this section of the Urban Renewal Plan as well as such criteria as may be derived from additional background architectural and historical documentation available to the Authority.

### C. Permitted Uses

The parcels shall be devoted to general business or general office uses, as specified in Section 405 hereof. Establishments having a relation to the historical and architectural traditions of the area will be given preference.



D. Interior Remodeling and Spatial Arrangement

The interior floors, walls, ceilings, doors and door frames, window frames, stairs and other interior details shall be rearranged as required and rehabilitated to a safe and useable condition, suitable and desirable for the use intended.

E. Structural Standards

The foundations, exterior and interior bearing walls, party and/or fire walls, columns, floor and roof framing members shall be rehabilitated as necessary so as to be structurally sound and fulfill the structural requirements for the permitted uses.

F. Mechanical Equipment and Facilities

All mechanical and sanitary equipment and facilities including but not necessarily restricted to lighting and electrical service, heating, venting and air-conditioning, plumbing, toilets and elevators, shall be rehabilitated to a safe and useable condition, unless existing equipment and facilities are of such condition that they are not repairable, in which instance they shall be replaced or installed as appropriate.

G. Protection from Elements

1. The roof, walls, foundations, gutters, drains, and details around all wall openings shall be rehabilitated as appropriate so that all interior spaces will be free of leaks and dampness.
2. Contemporary flashing and damp-proofing shall be installed at all critical points for the protection of exterior walls and roofs; and
3. Weather proofings shall be accomplished in a manner consistent with the architectural and historical motif of the structure.

H. Exterior Facades and Roofs

1. All appropriate facades of the building shall be rehabilitated or brought up to a standard acceptable to the Boston Redevelopment Authority which is compatible with the architecture of the Government Center area.



2. In general, exterior facades are to be rehabilitated in a manner consistent with the architectural tradition and stylistic motif of the area without detracting from the contemporary and future usefulness and soundness of the building. Whereas the existing building may represent the accretions of several different occupancies and cultural epochs, the altered design should choose and articulate some consistent architectural interpretation of the building's past, present, and future functions and conditions.
3. No air-conditioning, ventilating or other mechanical or electrical equipment, except lighting fixtures may project beyond the masonry face of exterior walls except by specific approval of the Boston Redevelopment Authority.
4. All non-functioning or non-useable mechanical equipment (and housing for same), vents, flues and chimney shall be demolished and removed. The only new structure above the present roof to be permitted will be housings for mechanical equipment and these must be of a design, detail, size material and workmanship in harmony with the historical and/or contemporary motifs of the building.
5. The height of the building shall remain the same as at the time of approval of the Plan. All roofs and roof structures visible from streets, open spaces, or nearby buildings shall be repaired or replaced with matching design and materials and/or finish appropriate to the architectural history, and stylistic motif of the structure.
6. No fire escapes shall be permitted on facades fronting Government Center Plaza, State Street, Court Street or Faneuil Hall Square.

#### I. Signs and Advertising

1. No flashing electrical signs may be used; and
2. In general, all other controls and restrictions of the Urban Renewal Plan pertaining to fixed signs and advertising apply to these buildings. Exceptions for special heraldic devices and symbols, hanging signs, or mechanical signs may be submitted to and approved by the Boston Redevelopment Authority if these can be shown to relate to the historical traditions of which the building is a symbol. Fixed signs, advertising, and heraldic devices shall be approved on the basis of the entire facade structures, rather than for individual occupancies.



J. Storage Requirements

No open air storage, temporary or permanent, of materials for use in or refuse from buildings designated for rehabilitation shall be permitted on Government Center Plaza or Faneuil Hall Square frontages.

K. Parking

No open parking will be permitted.

L. Codes and Ordinances

The building shall comply with all applicable codes and ordinances of the City of Boston.





## SECTION 405: SPECIFIC STANDARDS AND PROCEDURES FOR REHABILITATION

In addition to the General Standards for Rehabilitation set forth above under Section 404, the following standards and procedures are applicable to specific buildings:

### A. Block 141, Parcels 1, 4, and 5 (The Sears Building)

The Sears Building is proposed for rehabilitation in order to preserve it as an historic and architectural landmark. However, if after a period of 9 months from the approval of the Plan by the City Council, a feasible proposal for the rehabilitation of this property in accordance with such standards has not been approved by the Authority, or if, after a period of 15 months from said approval date a disposition agreement providing for such rehabilitation has not been executed, the property will be cleared and made available for uses as provided for Parcel 10 under Section 302(B) hereof. Specific standards and controls are as follows:

1. Permitted Uses: This parcel shall be devoted to general office uses.

2. Interior Remodelling and Spatial Arrangement:

Interior partitions, corridors, and vertical circulation elements shall be re-arranged as required to suit the uses intended, except that the internal subdivision of space shall in no way destroy the external effect of small scale rhythm of wall openings. Subdivision of the ground floor shall preserve the potential for a number of tenants and entrances on that level.

3. Structural Standards: Such structural improvements shall not be allowed to alter the intrinsic architectural qualities of the northern facade facing Government Center Plaza; columns and structural members on the ground floor northern facade should be clarified as a system in such a way as to improve the small-scale rhythm. This work shall take care to relate the rehabilitated appearance of structural members to the traditions of the building, recognizing that the existing system before rehabilitation is an accumulation of several architectural epochs.



#### 4. Exterior Facades and Roof:

- a. All exterior walls shall be of materials consistent with the architectural traditions and stylistic motif of the building. If the rear facade (southern) is to be left exposed, it shall be rehabilitated in a condition of similar quality to that predominating on the northern facade;
- b. All architectural details and wall-opening frames associated with exterior windows, doors, other wall openings, cornices, parapets, chimneys, dormers, stoops, rails, and balconies shall be rehabilitated consistently throughout the building in respect to the use of similar materials and styles, and this rehabilitation shall relate to the architectural traditions and stylistic motif of the structure. Any alteration in the location and sizes of exterior wall openings shall be made with a careful effort to preserve the traditional scale and rhythms of the facade;
- c. Rehabilitated infillings of all wall openings, including window sash and lights, doors, and other details shall be consistent materials and style throughout the upper floors, designed to suit the intended uses of these floors and to sensitively relate to the historical motif. Window sash and lights, doors, and other infillings of wall openings on the ground-floor shall relate to the different occupancies, but the organization of the whole length of the ground-floor facade shall meet an approved standard of harmony in respect to materials, colors, detail, scale and style of elements;
- d. If the rear (southern) facade of the building is left exposed to view, existing structures for required egress shall be replaced with fire escapes or fire towers of materials harmoniously related to the dominant materials and stylistic character of the building, thus rendering the rear facade attractive from all points of view.
- e. None of these controls and restrictions shall be construed as permitting such refurbishing of exterior facades as to bely the age and traditions of the building. Any work of cleaning, re-pointing of masonry, painting, or introduction of materials should take care to express the fact of the building's age and historical associations.



5. Storage Requirements

No open air storage, temporary or permanent, of materials for use in or refuse from Parcel 10 shall be permitted on Franklin Avenue or Franklin Avenue frontage.

6. Access

Access for loading and parking shall be from Franklin Avenue only.

B. Block 98, Parcels 1, 5 and 6

These parcels are proposed for rehabilitation in accordance with standards set forth in Section 404 hereof, in order to provide an environment appropriate to their setting as a link between Faneuil Hall Square and the Government Center Plaza. However, if within 9 months after approval of the Plan by the City Council, any owner of any of the said parcels does not present a feasible proposal for the rehabilitation of his property which is approved by the Authority and execute an agreement providing for such rehabilitation; or if the rehabilitation does not proceed in accordance with such agreement and within the time periods specified therefor in the agreement, then the property will be acquired by the Authority. Upon such acquisition, the Authority will seek to dispose of it to a purchaser willing to undertake such rehabilitation. However, if within 9 months of such acquisition by the Authority, a feasible proposal for such rehabilitation is not presented to and approved by the Authority, and a disposition agreement providing for such rehabilitation executed, the parcel will be cleared by the Authority and made available for uses as provided for Parcel 14 under Section 302 (B) hereof. Specific standards and controls are as follows:

1. Permitted Uses: These parcels shall be devoted to general business uses.
2. Access: Access for loading shall be from Merchant's Row or Corn Court only.



## CHAPTER V: RELATIONSHIP OF PLAN TO DEFINITE LOCAL OBJECTIVES

### SECTION 501: CONFORMITY TO GENERAL PLAN

The Urban Renewal Plan is in conformity with the General Plan for the City of Boston, as established by the Boston City Planning Board, the predecessor of the Boston Redevelopment Authority. The proposed actions, land use, thoroughfares and public and private facilities to be provided are all in accordance with General Planning Proposals for downtown Boston and their relationship with the rest of the city. The Project in effect will help to carry out the General Plan insofar as it affects that area of the city. There is also conformity with the Program for Community Improvements since the General Plan and the General Plan for the Central Business District are key elements of that program.

### SECTION 502: RELATIONSHIP TO DEFINITE LOCAL OBJECTIVES

#### A. Land Use

The Project plans will help achieve the local objectives of providing new and improved office space, both public and private, in downtown Boston. The office space will be supported by accessory uses including retail and service establishments, parking and transient facilities. In addition to the stated objectives directed at the regeneration of the commercial center of the city through the development of a new Government Center, the construction of new commercial office buildings, and the replacement of the obsolete street pattern with an efficient system of thoroughfares, the present Urban Renewal Plan will help achieve the local objective to develop this area's potential as tourist attraction through the improvement of pedestrian access to these areas and their linkage with the new Government Center via an improved "Freedom Trail."

#### B. Traffic Improvements

The plan will enable the obsolete and inefficient street system to be reshaped in keeping with traffic and parking requirements for the new improvements within the project and will provide sufficient off-street loading throughout the project. It will thus meet the local objective of reducing congestion, reducing accidents, and providing suitably located parking areas.





C. Improvement of Public Utilities

The Urban Renewal Plan proposes the relocation, abandonment or replacement of all existing but sub-standard underground public utilities with new underground lines adequate in capacity and flow and in conformance with local standards.

D. Improvement of Public Transportation

The subway transportation facilities of the Metropolitan Transit Authority will be improved by the provision of a new loop immediately north of the Scollay Square Station. This loop will provide a quick and efficient turnaround for cars serving the Scollay Station and thereby will permit the Metropolitan Transit Authority to provide more service to Scollay Square, as will be necessitated by the project.

E. Recreation and Community Facilities

The Plan will provide a linked system of public open spaces within the project which will facilitate pedestrian access and heighten the appeal of the new buildings. This goal has long been an important part of the planning objectives for the area.



## CHAPTER VI: ZONING

### SECTION 601: IDENTIFICATION OF DISTRICT CHANGES

Presently, almost all the Project Area is zoned for General Business (B-155). One exception is an irregular area, bounded approximately by Merrimac Street, Pitts Street, Hawkins Street extended and Sudbury Street, which is zoned for industry (I-155). The other exception is a small area in the block bounded by Staniford Street, Green Street and Cambridge Street which is zoned for Local Business (L-155). Both of these areas are proposed to be changed to General Business (B-155), as shown on the Existing and Proposed Zoning Map.

### SECTION 602: TIMING OF ZONING CHANGES

The zoning changes are anticipated to take place after approval of the Plan by the Boston City Council.



## CHAPTER VII: REDEVELOPER'S OBLIGATIONS

### SECTION 701: DESIGN CONTROLS

Redevelopment and rehabilitation of land in the Project Area shall be made subject to the regulations and controls specified in this Plan. The purpose of such regulations and controls is to assure the renewal of the Area will conform to the planning and design objectives of the Urban Renewal Plan. It is therefore the obligation of all redevelopers not only to comply with these controls but also to familiarize themselves with the overall Urban Renewal Plan and to prepare development or rehabilitation proposals which are in harmony with the Plan. All such proposals will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and prior to commencement of construction. In addition to assuring compliance with the specific controls set forth in Chapter III, the Authority will evaluate the quality and appropriateness of proposed development with reference to the general design considerations set forth in Chapter II.

### SECTION 702: OBLIGATION TO BUILD

The redeveloper will be obliged, under the terms of the disposition instrument, to carry out certain specified improvements, in accordance with the Urban Renewal Plan, within a reasonable period of time as set forth in the instrument.

### SECTION 703: DISPOSITION OF PROPERTY BY REDEVELOPER

The redeveloper will not be permitted to dispose of property until the improvements are completed without the prior written consent of the Boston Redevelopment Authority, which consent will not be granted except under conditions that will prevent speculation and protect the interests of the City of Boston and the Boston Redevelopment Authority.



## CHAPTER VIII: RELOCATION

### SECTION 801. FAMILIES TO BE DISPLACED

As of October 25, 1961, there were 440 families (including individual householders) residing in the Project Area.

### SECTION 802. RELOCATION METHOD

(a) Inspection. Each dwelling unit considered as a relocation resource has been inspected by a trained housing inspector to establish the fact that it is decent, safe, and sanitary, and that it contains adequate heating, lighting, cooking and plumbing facilities.

(b) Schedule of Availability. Each dwelling unit approved on inspection is matched against families to be displaced to determine whether it meets the following standards:

(1) Location: It must be located so that the principal worker in the family can reach his place of employment within a reasonable time and a reasonable commuting expense, and be in an area which meets the family's essential needs for public and commercial facilities.

(2) Ability to Pay: The cost of the dwelling unit must be, in the case of rental, not more than 25% of family income, and, in the case of purchase, not more than twice the family's annual income.

### SECTION 803: HOUSING RESOURCES

(a) Public Housing: As of October 25, 1961, the Boston Housing Authority was operating 13,837 units of low-income housing, 10, 156 Federally-aided and 3,681 State-aided. Turnover rate is approximately 13.6%. Thus, sufficient units of public housing have been and will be available to meet the needs of eligible families displaced from the Project Area as well as other priority families in the Boston area.

(b) Private Rental Housing. Based on vacancy ratios established by the 1960 Census of Housing, between 5,000 and 6,000 dwelling units are vacated in a given year in the City of Boston, of which approximately 2/3 are in the under-\$90 rental category. The supply of private rental housing thus is and has been adequate to meet the needs of families displaced from the Project Area.

(c) Sales Housing. In the opinion of competent real estate agents, there is and has been an adequate supply of housing for purchase in the City of Boston which is in the \$9,000 to \$16,000 price range.

### SECTION 804: CONCLUSION

Of the 440 families residing in the Project Area as of October 25, 1961, 428 were relocated as of April 1, 1963, using the method and housing resources described above. Feasibility of relocation in the Project Area has thus been firmly established.





## CHAPTER IX: PROVISION FOR MODIFICATION AND TERMINATION

### SECTION 901: MODIFICATION

The Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority provided that, if the general requirements, controls, or restrictions applicable to any part of the Project Area shall be modified after the lease or sale of such part, the modification is consented to by the redeveloper of such part, his successor or assigns. Where the proposed modification will substantially change the Plan, the modification must be approved by the Boston City Council and the State Division of Urban and Industrial Renewal.

### SECTION 902: TERMINATION

This Urban Renewal Plan shall be in full force and effect for a period of forty (40) years from the date of approval of the Plan by the City Council of the City of Boston.





# LEGEND

PROJECT BOUNDARY LINE ---

BLOCK NUMBER 56

PARCEL NUMBER 4

STREET NUMBER 12

PROPERTY TO BE ACQUIRED

PROPERTY NOT TO BE ACQUIRED

PROPERTY FOR REHABILITATION



BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON • SUFFOLK COUNTY • MASSACHUSETTS  
GOVERNMENT CENTER  
PROJECT NO. MASS R-35

## PROPERTY MAP

BASE MAP

REVISION

MARCH 1, 1963

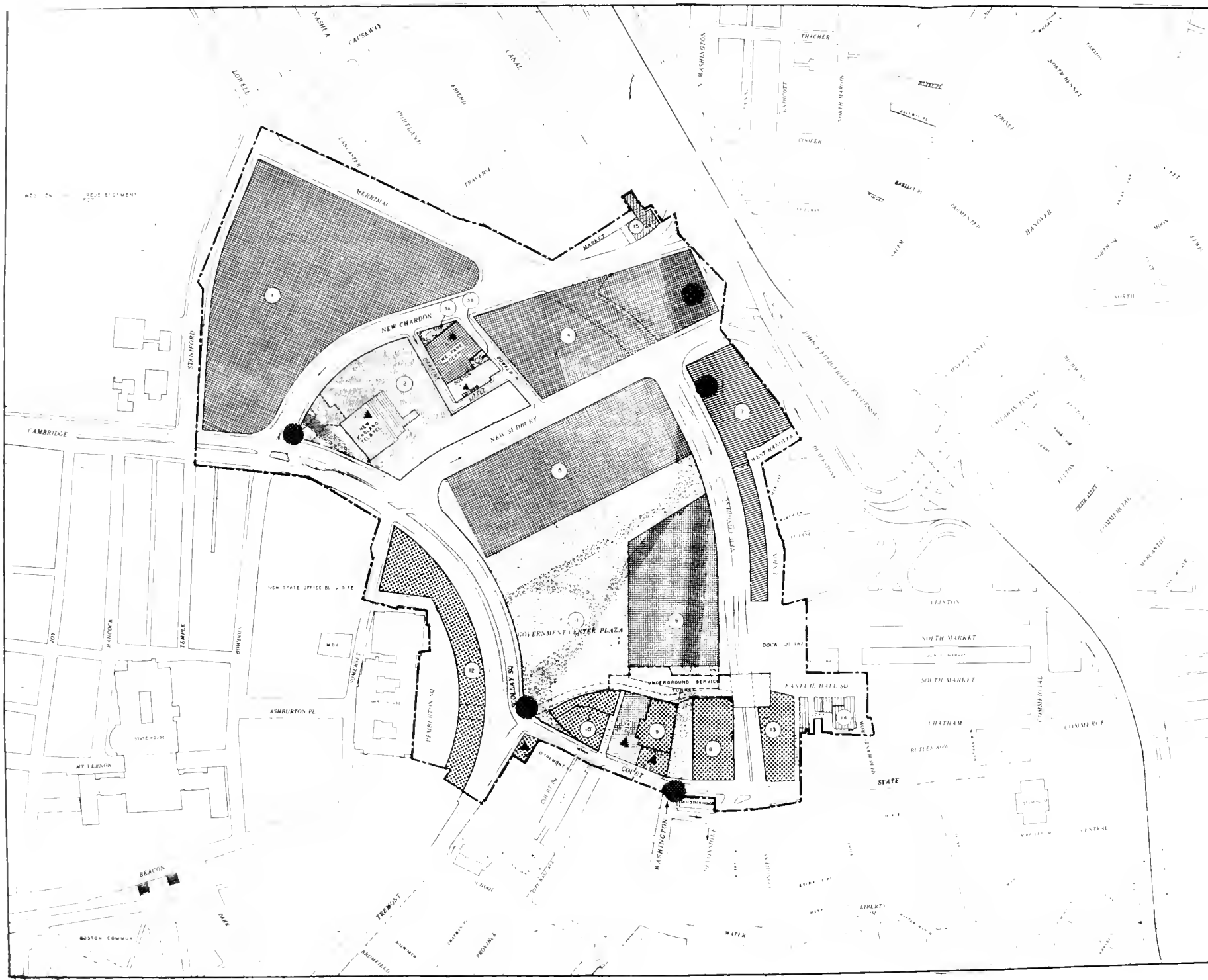
SCALE IN FEET

0 100 200 300 400 1"=100'



A  
MAP CODE  
SUBMISSION DATE  
DRAWING BOOK  
EXHIBIT  
P. 35  
1.4





LEGEND

- PROJECT BOUNDARY
- PROPOSED LAND USES
  - PUBLIC BUILDINGS
  - PUBLIC OPEN SPACE
  - PUBLIC UTILITY
  - GENERAL OFFICE
  - TRANSIENT HOUSING &/OR GENERAL OFFICE
  - ALTERNATIVE USES
    - PUBLIC OFFICE & INSTITUTION, PUBLIC OPEN SPACE, UTILITY
    - BUILDING OR PARKING, GENERAL OFFICE AND/OR TRANSIENT
    - HOUSING, PRIVATE INSTITUTION
    - GENERAL BUSINESS
  - OPEN SPACE & PARKING
- MTA SUBWAY STATION
- MTA EASEMENTS
- OTHER EASEMENTS
- PROPERTY NOT TO BE ACQUIRED
- ONE-WAY TRAFFIC FLOW
- DISPOSITION PARCEL NUMBERS

BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON - SUFFOLK COUNTY - MASSACHUSETTS  
GOVERNMENT CENTER  
PROJECT NO. MASS R-35

PROPOSED LAND USE MAP

IMPEI & ASSOCIATES - ARCHITECTS & PLANNERS

BASE MAP	B
REVISION	MAP
MARCH 1, 1963 JUNE 1, 1964	EXHIBIT
SCALE IN FEET	CODE
0 100 200 300 400 500	SUBMISSION DATE
	DRAWING BOOK













APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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APPROVALS BY THE GOVERNING BODY  
OF THE CITY OF BOSTON

CODE NO. R-302

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The following documentation is attached herewith as evidence of approval of the Urban Renewal Plan and feasibility of relocation by the governing body of the City of Boston:

1. Certified copy of the Resolution of City Council of the City of Boston Approving the Urban Renewal Plan and the Feasibility of Relocation for Project No. Mass. R-35.



RESOLUTION OF BOSTON CITY COUNCIL APPROVING  
URBAN RENEWAL PLAN AND FEASIBILITY OF RELOCATION  
FOR PROJECT NO. MASS. R-35

WHEREAS, under the provisions of Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, it is provided in such Act that contracts for financial aid thereunder shall require that the Urban Renewal Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan; (2) the Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; (3) the Urban Renewal Plan conforms to a general plan for the development of the locality as a whole; and (4) the Urban Renewal Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, the Boston Redevelopment Authority (hereinafter called the "Authority") has entered into a planning contract and a temporary loan contract for financial assistance under such Act with the United States of America, acting by and through the Housing and Home Finance Administrator, pursuant to which Federal funds were provided for the urban renewal project (herein called the "Project") identified as "Government Center Project" and encompassing the area described in the attached Exhibit "A"; and

WHEREAS, the Authority has applied for additional financial assistance under such Act and proposes to enter into an additional contract or contracts with the Housing and Home Finance Agency for the undertaking of, and for making available additional financial assistance for, the Project; and



WHEREAS, the Authority on September 15, 1961, entered into a temporary loan contract with the United States of America for the purpose of financing early land acquisition and related activities in the Government Center Urban Renewal Area pursuant to Section 26P of Chapter 121 of the Massachusetts General Laws; and

WHEREAS, the City of Boston acting by and through its Mayor with the approval of the City Council thereafter executed a covenant with the Authority whereby the City of Boston in accordance with the applicable law shall bear any and all loss that may arise as a result of such early land acquisition and related activities in the event that the land so acquired is not used for urban renewal purposes, because the Urban Renewal Plan for the Government Center Urban Renewal Area is not approved or is amended to omit such land or is abandoned for any reason; and

WHEREAS, the Authority with the consent of the City of Boston acting by and through the Mayor with the approval of the City Council has assigned any and all of its rights under said covenant to the United States of America; and

WHEREAS, the Authority has made detailed studies of the location, physical condition of structures, land use, environmental influences and social, cultural, and economic conditions of the Project area and has determined that the area is a decadent area and that it is detrimental and a menace to the safety, health, and welfare of the inhabitants and users thereof and of the locality at large, because of the existence of obsolete buildings which are ill-adapted to contemporary use; conversions from residential to nonresidential uses; a high percentage of structures 100 or more years old; over 90 per cent of the buildings in the area determined substandard on the basis of Federal criteria; fire hazards caused by accumulation of combustible debris, unenclosed stairways and lack of fireproof construction as well as high building coverage, narrow streets and lack of off-street loading facilities which hamper effective fire fighting and make most of the area a congested value district as designated by the National Board of Fire Underwriters; vermin infestation in almost half of the structures in the Area; exposed electrical wiring in about 62 per cent of the structures; obsolete plumbing in at least 68 per cent of the structures; improper toilet ventilation; and narrow and inadequate streets; and because buildings have been torn down





and not replaced and which under existing conditions it is improbable it will be replaced by the ordinary operations of private enterprise; and because there have been substantial adverse charges in recent years in business and economic conditions in the Area; and the members of this Governing Body have been fully apprised by the Authority and are aware of these facts and conditions; and

WHEREAS, there has been prepared and referred to the Boston City Council for review and approval an Urban Renewal Plan for the Project Area, dated April 3, 1963 (as revised May 29, 1963) and consisting of a title page, a table of contents, 56 pages of text numbered 1 to 56, and 3 maps, adopted by the Authority on June 5, 1963, and submitted to the City Council by His Honor the Mayor; and

WHEREAS, the Mayor submitted to the City Council with the aforesaid Urban Renewal Plan but not as a part thereof the following supporting documentation; (1) Application for Loan and Grant; (2) appropriate resolutions of the Authority; (3) finding of decadence by the Authority, including statistical data used for the determination of same; (4) relocation status report; and (5) proposed cooperation agreement authorized for execution by the Authority. and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and

WHEREAS, the Authority which is the duly designated and official planning body for the locality; has found that said Urban Renewal Plan conforms to the said general plan for the locality as a whole, and the City Council has duly considered said finding; and

WHEREAS, said Urban Renewal Plan for the project area prescribes certain land uses for the project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

WHEREAS, the Authority has caused to be made a competent independent analysis of the local supply of hotel and other transient housing; and



WHEREAS, the Authority has prepared and submitted a program for the relocation of families displaced as a result of carrying out the Project in accordance with said Urban Renewal Plan; and

WHEREAS, there have also been presented to the Governing Body information and data respecting the relocation program which have been prepared by the Authority as a result of studies, surveys, and inspections in the project area and the assembling and analysis of the data and information obtained from such studies, surveys, and inspections; and

WHEREAS, a public hearing on said Urban Renewal Plan and Project was, after due notice thereof held on \_\_\_\_\_ and all persons desiring to be heard on said Plan and Project were so heard; and

WHEREAS, the members of the City Council have carefully considered and reviewed the aforesaid Urban Renewal Plan and the aforesaid relocation program in the light of (1) the supporting documentation submitted therewith as aforesaid; (2) the proceedings at the aforesaid public hearing; and (3) the general knowledge of the City Councilors with respect to conditions prevailing in the project area and in the City of Boston as a whole; and

WHEREAS, the members of the City Council are cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin:

NOW, THEREFORE, IT IS HEREBY ORDERED

1. That it is hereby found and determined that the Project area is a decadent area and qualifies as an eligible project area under Chapter 121 of the General Laws.

2. That said Urban Renewal Plan for the Project aforementioned, having been duly reviewed and considered, is hereby approved and the Clerk is hereby directed to file said copy of said Urban Renewal Plan with the minutes of this meeting.

3. That it is hereby found and determined that said Urban Renewal Plan for the Project area conforms to said general plan of the locality.

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4. That it is hereby found and determined that the financial aid provided and to be provided pursuant to said contracts for Federal financial assistance pertaining to the Project is necessary to enable the Project to be undertaken in accordance with the Urban Renewal Plan for the Project area.

5. That it is hereby found and determined that the above-mentioned Urban Renewal Plan for the Urban Renewal Area will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the urban renewal of such areas by private enterprise.

6. That it is hereby found and determined that the Urban Renewal Plan for the Urban Renewal Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan.

7. That it is hereby found and determined, as a result of a competent independent analysis of the local supply of transient housing, that there exists in the area a need for additional units of such housing.

8. That it is hereby found and determined that the program for the proper relocation of the families displaced in carrying out the Project in decent, safe, and sanitary dwellings in conformity with acceptable standards is feasible and has been reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available to such displaced families are at least equal in number to the number of displaced families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced families in the Project area, are available at rents or prices within the financial means of the displaced families, and are reasonably accessible to their places of employment.

9. That in order to implement and facilitate the effectuation of the Urban Renewal Plan hereby approved it is found and determined that certain official action must be taken by this Body with reference, among other things, to changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public



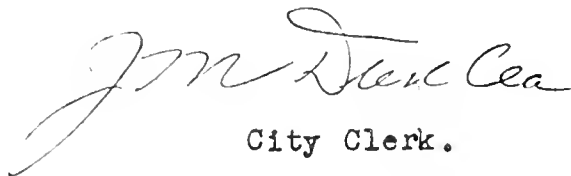
action, and accordingly, this Body hereby: (a) pledges its cooperation in helping to carry out such Urban Renewal Plan; (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said Urban Renewal Plan; (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate said Urban Renewal Plan; and (d) authorizes the Mayor of the City of Boston to execute and deliver in the name and behalf of the City the cooperation agreement as approved by the Authority and presented to this meeting.

10. That additional financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project area to be renewed in accordance with the Urban Renewal Plan for the Project area and, accordingly, the filing by the Authority of an application or applications for such financial assistance under said Title I is hereby approved.

In City Council May 25, 1964. Adopted-  
yeas five, nays four.

Approved by the Mayor May 26, 1964.

Attest:

  
City Clerk.









APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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APPROVALS BY THE BOSTON REDEVELOPMENT  
AUTHORITY AND COMMONWEALTH OF MASSACHUSETTS

CODE NO. R-303

---

The following documentation is attached herewith as evidence of (1) Approval of the Boston Redevelopment Authority of the Urban Renewal Plan and (2) Approval of the Division of Urban and Industrial Renewal of the Commonwealth of Massachusetts as required by the provisions of Chapter 121, Section 26ZZ of the General Laws of the Commonwealth of Massachusetts:

1. Resolution of the Boston Redevelopment Authority Approving the Urban Renewal Plan for Project No. Mass. R-35.
2. Certificate of Vote.
3. Resolution of Boston Redevelopment Authority Finding that the Government Center Project Area is a decadent area.
4. Certificate of Vote
5. Government Center Project, Project No. Mass R-35, Approval of the Division of Urban and Industrial Renewal, Commonwealth of Massachusetts.



**Resolution of Boston Redevelopment Authority  
Approving Urban Renewal Plan for  
Project No. Mass. R-35**

WHEREAS, in connection with an application of the Boston Redevelopment Authority to the Housing and Home Finance Administrator for financial assistance under Title I of the Housing Act of 1949, as amended, the approval by the Boston Redevelopment Authority (herein called the "Authority") of an Urban Renewal Plan for the Project Area involved in such application is required by the Federal Government before it will enter into a contract for loan and grant with the Authority under said Title I; and

WHEREAS, there has been presented to the Authority, for its consideration and approval, a copy of a proposed Urban Renewal Plan for the project area; and

WHEREAS, a public hearing on said proposed Urban Renewal Plan was, after due and proper notice thereof, held on April 17, 1963, at which the Authority received and heard extensive data and exhibits, views and opinions on said proposed Plan, and all persons desiring to be heard were so heard; and

WHEREAS, as a result of said public hearing, certain minor changes were made in the proposed Urban Renewal Plan which, as so changed, has been presented to this meeting; and

WHEREAS, the Urban Renewal Plan is dated April 3, 1963 (as revised May 29, 1963) is entitled "Government Center Urban Renewal Plan" and consists of a title page, a table of contents, 56 pages of text numbered 1 to 56 and 3 maps; and

WHEREAS, the project area is a decadent area within the meaning of the Massachusetts Housing Authority Law; and

WHEREAS, the project area, which is predominantly nonresidential in character, is to be redeveloped for predominantly nonresidential uses under said Urban Renewal Plan; and

WHEREAS, pursuant to the laws of the Commonwealth of Massachusetts, the Authority is the duly designated and official planning board for the City of Boston; and

WHEREAS, a comprehensive plan has been prepared and is recognized and used as a guide for the general development of the locality as a whole; and



WHEREAS, the Authority has caused to be made a competent independent analysis of the local supply of hotel and other transient housing; and

WHEREAS, the conditions under which the Authority would and will make relocation payments and a Fixed Relocation Payments Schedule for the project were approved by the Authority on October 18, 1961; and

WHEREAS, the members of the Authority are cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, creed, color, or national origin:

NOW THEREFORE BE IT RESOLVED by the Boston Redevelopment Authority as follows:

1. That the Urban Renewal Plan is hereby in all respects approved and the Secretary is hereby directed to file a certified copy of said Urban Renewal Plan with the minutes of this meeting.

2. That the redevelopment of the project area for predominantly nonresidential uses is necessary for the proper development of the community.

3. That it is hereby found and determined, as a result of a competent independent analysis of the local supply of transient housing, that there exists in the area a need for additional units of such housing.

4. That the approval as aforesaid of the conditions under which the Authority will make relocation payments and the Fixed Relocation Payments Schedule is in all respects ratified and confirmed.

AND BE IT FURTHER RESOLVED by the Boston Redevelopment Authority, which is the duly designated and official Planning Board for the City of Boston, that the Urban Renewal Plan is based upon a local survey and conforms to the comprehensive plan for the locality as a whole.





CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on June 5, 1963 and duly recorded in this office:

Mr. McCloskey presented a Resolution entitled "Resolution of the Boston Redevelopment Authority Approving Urban Renewal Plan for Project No. Mass. R-35", which Resolution was read in full and considered.

On motion by Mr. McCloskey, seconded by Mr. Ryan, it was unanimously

VOTED: to adopt the above entitled Resolution as read and considered.

The foregoing Resolution, together with the Urban Renewal Plan, is filed in the Document Book of the Authority as Document No. 262.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Resolution to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

~~NOTED~~ is the official seal of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 28th day of May 1964.

BOSTON REDEVELOPMENT AUTHORITY

BY Russell J. Sullivan  
Secretary



RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY  
FINDING THAT THE GOVERNMENT CENTER PROJECT AREA  
IS A DECADENT AREA

---

WHEREAS, the Boston Redevelopment Authority (hereinafter called the "Authority") is a public body corporate and politic duly organized and existing under the provisions of the Housing Authority Law of the Commonwealth of Massachusetts and having a usual place of business in the City of Boston, Massachusetts; and

WHEREAS, the Authority has, with financial assistance provided under Title I of the Housing Act of 1949, as amended, by the Housing and Home Finance Agency of the United States of America, undertaken and conducted surveys, studies and inspections of an area in the City of Boston known as the Government Center Project Area and described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Project Area") in connection with the preparation of an urban renewal plan therefor; and

WHEREAS, with the consent of the State Housing Board and the City of Boston acting by its Mayor with the authorization of its City Council, with the approval of said Housing and Home Finance Agency and pursuant to a Temporary Loan Contract under said Title I, the Authority, as provided by law, prior to the completion and approval of the urban renewal plan for the Project Area has conducted so-called "early land acquisition" activities in the Project Area by acquiring substantial parts of the Project Area and conducting relocation activities and demolition and clearance operations therein, all after the Authority had held a public hearing after due and proper notice, had received and heard extensive evidence, data, exhibits, views and opinions and had, in a resolution adopted May 3, 1961, made certain findings and conclusions concerning the buildings and conditions within said substantial parts of the Project Area; and

WHEREAS, an urban renewal plan for the Project Area has been prepared; and



WHEREAS, a public hearing on said urban renewal plan and project was, after due and proper notice thereof, held on April 17, 1963, at which the Authority received and heard extensive evidence, data, exhibits, views and opinions with respect thereto, and all persons desiring to be heard were so heard; and

WHEREAS, the Authority has considered said evidence, data, exhibits, views, and opinions and said findings and conclusions.

NOW THEREFORE, UPON CONSIDERATION THEREOF, BE IT RESOLVED

A. The Authority does hereby find and determine that an urban renewal project ought to be undertaken and carried out in the Project Area and that it is essential to the best interests of the Project and of the City of Boston that the boundaries of the Project Area be as described in Exhibit A attached hereto and made a part hereof;

B. That the Authority does hereby find and determine that the Project Area was immediately prior to the Authority's said early land acquisition activities in the Project Area and, except to the extent that conditions therein have been changed by said activities, now is a decadent area in that it is an area which is detrimental to safety, health, morals, welfare and the sound growth of the community because of one or more of the following reasons and conditions, namely, because of the existence of buildings which are out of repair, physically deteriorated, unfit for human habitation and obsolete, in need of major maintenance and repair, because buildings have been torn down and not replaced and in which under existing conditions it is improbable that the buildings will be replaced, because of a substantial change in business and economic conditions, because of inadequate light, air and open space, because of excessive land coverage, because diversity of ownership, irregular lot sizes and obsolete street patterns make it improbable that the area will be redeveloped by the ordinary operations of private enterprise;

C. That, more particularly, the Authority does hereby find and determine that the following conditions existed immediately prior to the Authority's said early land acquisition activities in the Project Area and, except to the extent that said conditions have been changed by said activities, continue to exist in the Project Area:



1. The Project Area is a tangle of narrow, congested streets, irregularly sized lots, and obsolete and substandard structures with little or no space between, characterized by marginal businesses, obsolete tenements, and economic stagnation and decline. Of the 605 acres in the Project Area, more than one-third (26.5 acres) consists of narrow streets, alleys and ill-defined squares, leaving a net balance of 34 acres which are solidly built-up, predominantly by commercial buildings which occupy close to 100 per cent of each block, except where demolition has resulted in parking lots.

2. The vacancy ratio in the portion of the downtown City area comprising the Project Area is 16.3 per cent--more than three times the estimated vacancy ratio in the downtown City area as a whole. Approximately 700,000 square feet out of the approximately 4,622,000 square feet contained in structures in the Project Area (exclusive of basements) stand vacant.

3. Most structures in the Project Area are obsolete and ill-adapted to contemporary use. Many of the nonresidential buildings were conversions from original residential uses, and many were designed for the nonresidential requirements of the 19th century. Mixed use structures are prevalent throughout the Project Area.

4. Dwelling unit density in the Project Area is high. 584 dwelling units occupy 44 acres of Project land, or an average of 131 dwelling units per net acre. For the most part, these dwelling units are contained in elevatorless row buildings three or four stories high, with, in many cases, the first floor devoted to stores and other commercial uses.

5. The Project Area is seriously deficient in community and recreational facilities. There are no schools or churches in the Area, and only one playground of 0.095 acres, as compared with National Recreational Association standards which would require playground areas totaling 5.40 acres for the estimated number of people able to live in the Project Area.





6. During the past 35 years only one new building has been built in the Project Area and 79 buildings have been demolished. About 78 per cent of the buildings in the Project Area were built prior to 1900 and about half of these (38 per cent of the total) were constructed more than 100 years ago. There is little or no likelihood that buildings will be replaced by the ordinary operations of private enterprise.

7. Over 90 per cent of the buildings in the Project Area are substandard under criteria approved by the Federal Government. Such buildings are distributed throughout the entire Project Area.

8. The Project Area presents a major fire control problem. Most of the structures were built before the City of Boston Fire Code was adopted. Only about 7.1 per cent of the present buildings are fire-proof or fire-resistive. In 95 or 25.1 per cent of the structures in the Project Area, combustible debris is accumulated to a degree constituting a serious fire hazard. Stairways that are not enclosed, which constitute a fire hazard, are found in 311 or 82.4 per cent of the structures in the Project Area. The construction of buildings out to the sidewalks and the narrow, congested streets with their sharp corners make it extremely difficult to move fire fighting equipment quickly and expeditiously to the scene of a fire within the Project Area. Traffic congestion and the lack of off-street loading facilities have been major obstacles to effective fire fighting. Most of the Project Area is within a so-called "congested value district" as designated by the National Board of Fire Underwriters. During the years 1959 and 1960, there was an average of one fire for every six buildings in the Project Area, which is more than five times the average for the City of Boston. And, of the fires within the Project Area, 5 per cent were major fires, as compared with an average of 2 per cent for the City. This high rate is due in large part to and aggravated by street and traffic conditions throughout the Project Area which hamper and delay the arrival of fire fighting apparatus.



9. Building and environmental deficiencies are numerous and widespread throughout the Project Area. 196 or 51.8 per cent of the structures in the Project Area have roofs which are deteriorated and in need of major repair. 170 or 44.9 per cent of the structures in the Project Area have walls which are deteriorated and in need of major repairs. 200 or 53 per cent of the structures have outside walls which have broken or loose surfaces or holes or badly worn surfaces and are in need of major repairs. 232 or 61.4 per cent of the structures have inside walls or ceilings which have cracks, holes, or badly worn surfaces. 240 or 63.9 per cent of the structures have evidence of leaks and/or missing plaster on inside walls or ceilings. 179 or 47.4 per cent of the structures in the Project Area are vermin infested, resulting in a health hazard. 148 or 39.1 per cent of the structures in the Project Area lack hot running water. 236 or 62.4 per cent of the structures in the Project Area contain exposed electrical wiring constituting a hazard. 286 or 75.7 per cent of the structures have floors that sag. 104 or 27.5 per cent of the structures have faulty foundations. 110 or 29.3 per cent of the structures have split or deteriorated framing. 141 or 37.3 per cent of the structures in the Project Area possess exposed electrical panels constituting a hazard. 258 or 68.3 per cent of the structures in the Project Area have obsolete plumbing. 177 or 46.8 per cent of the structures in the Project Area have toilets without proper ventilation. 49 or 13 per cent of the structures in the Project Area lack artificial lighting in public hallways, constituting a hazard. About 40 per cent of the lodging houses in the Project Area have lodging rooms which lack access to two means of egress, and about 75 per cent have less than one toilet for each eight (8) persons of licensed capacity.

10. The existing street patterns in the Project Area present very serious traffic control problems which cannot be solved adequately without a complete redevelopment of the entire Area:

Of the total length of streets (about 5.2 miles) in the Project Area, about one-third consists of roadways less than 28 feet in width and unable to



accommodate two lanes for traffic movement with parking on one side of the street. Many of the streets are too narrow for expeditious traffic movement, particularly because, due to the absence of off-street loading facilities, streets are used continuously for pickup and delivery purposes by trucks serving the commercial and business uses in the Area. Two hundred sixty-five or 98.8 per cent of the nonresidential structures in the Project Area lack off-street loading facilities. The pattern of streets within the Project Area is now obsolete, and this condition will be further aggravated with the completion of additional highway access to the Central Business District now under construction.

The Project Area has 82 street intersections, of which only 37 are right-angle intersections. Some of the intersections are large "squares" having as many as 10 intersections or entering streets, which are inherently dangerous to vehicular traffic as well as to pedestrians. The Area has a high accident experience.

The resulting traffic control problems cannot be solved by traffic signals and other traffic engineering means. It would be prohibitively expensive and inefficient to attempt to improve the street pattern by selective demolition of existing structures.

11. The Project Area has in recent years experienced substantial adverse changes in economic and business conditions. The total of real estate assessments in the Project Area decreased from around \$35,000,000 in 1946 to around \$24,000,000 in 1960. The number of private businesses in the Area and the number of persons employed in private enterprise in the Area have also decreased. These decreases in the Project Area have been substantially greater than those experienced in the City as a whole.



## EXHIBIT A

### PROPERTY DESCRIPTION

Beginning at the intersection of the extended center line of Staniford Street with the extended northerly sideline of Merrimac Street;

Thence running in a southerly direction along the center line of Staniford Street to the intersection of the extended center line of Staniford Street extended to intersect with the southerly sideline of Cambridge Street;

Thence turning and running in an easterly direction along the southerly sideline of Cambridge Street to the intersection with the westerly sideline of Somerset Street;

Thence turning and running in a southerly direction along the westerly sideline of Somerset Street to the intersection with the extended northerly property line of the property known as the County Court House Annex;

Thence turning and running in an easterly direction by various courses and distances along the extended northerly property line and the northerly property line of the said County Court House Annex to a point which is the northeast corner of said property;

Thence turning and running in a southerly direction by various courses and distances along the easterly property line of the said County Court House Annex to the intersection with the northerly sideline of Pemberton Square;

Thence turning and running in a westerly and a southerly direction by various courses and distances along the northerly and westerly sidelines of Pemberton Square to the intersection with the extended northerly property line of the property known as 34 Pemberton Square - 35 Tremont Street;

Thence turning and running in an easterly and a southerly direction by various courses and distances along the extended northerly property line and the northerly property line of said 34 Pemberton Square - 35 Tremont Street across Tremont Street along said northerly property line extended to an intersection with the easterly sideline of Tremont Street;

Thence turning and running in a northerly direction along the easterly sideline of Tremont Street to the southwesterly corner of the property known as 10 Tremont Street;

Thence turning and running in an easterly direction along the southern property line of said 10 Tremont Street to the southeasterly corner of said property;





Thence turning and running in an easterly direction along the easterly property line of said Old State House to the intersection with the southerly sideline of Court Street;

Thence turning and running in a southerly direction along the southerly sideline of Court Street to a point of intersection of said sideline extended with the southerly property line of the property known as the Old State House to the northeast corner of said property;

Thence turning and running in a southerly direction along the easterly property line of said Old State House to the southeast corner of said property;

Thence turning and running in an easterly direction along the extended southerly property line of said Old State House to the northerly property line of the property known as 31-33 State Street, which is also the southerly sideline of State Street, and continuing along the southerly sideline of State Street to an intersection with the extended easterly sideline of Change Avenue;

Thence turning and running in a northerly direction along the extended easterly sideline and the southerly sideline of Change Avenue to an intersection with the northerly property line of the property known as 60 State Street;

Thence turning and running in a northerly direction by various courses and distances along the southerly property line of said 60 State Street and then turning in an easterly direction along the northerly property line of the property known as 80 State Street and the southerly property line extended in an easterly direction to an intersection with the easterly sideline of Merchants Row;

Thence turning and running in a southerly direction along the extended easterly sideline of Merchants Row to an intersection with the southerly property line of the property known as 1-3 South Market Street, which is also the northerly sideline of Chatham Street;

Thence turning and running in a westerly direction along the southerly property line of said 1-3 South Market Street to an intersection with the easterly sideline of Merchants Row;

Thence turning and running in a northerly direction along the westerly property line of said 1-3 South Market Street, which is also the easterly sideline and extended easterly sideline of Merchants Row, to an intersection with the extended southerly property line of the property known as Faneuil Hall;



Thence turning and running in a westerly direction along the extended southerly side of said lot, to the intersection of property line of said Federal Street, and the westerly property line of said lot;

Thence turning and running in a westerly direction along the westerly property line of said lot, to the intersection of said Federal Street, and the northerly side of said street;

Thence turning and running in a westerly direction along the northerly side of said street, to the intersection with the easterly side of said street;

Thence turning and running in a westerly direction along the easterly side of said street, to the intersection with the southerly side of said street;

Thence turning and running in a westerly direction along the southerly side of said street, to the intersection with the westerly side of said street;

Thence turning and running in a westerly direction along the extended westerly side of said street, to the intersection of Blackstone Street, and the intersection of the layout line, to the end of the lot, and the corner of Haymarket Square;

Thence turning and running in a westerly direction along the westerly side of said street, to the intersection of the State Highway, and the intersection of the corner of the property line of said lot, and the corner of the Haymarket Hotel Square;

Thence running in a westerly direction along the westerly side of said street, and the intersection of the corner of the property line of said lot, and the corner of the Haymarket Hotel Square, to the intersection of the westerly side of said street, and the westerly property line of said lot;

Thence turning and running in a westerly direction along the easterly side of said street, to the intersection with the extended westerly side of said street;

Thence turning and running in a westerly direction along the northerly side of said street, to the intersection with the northerly side of said street;

Thence turning and running in a westerly direction along the northerly side of said street, to the point of beginning;



CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on May 29, 1963 and duly recorded in this office:

The Development Administrator distributed copies of a Resolution entitled "Resolution of Boston Redevelopment Finding That the Government Center Project Area Is a Decadent Area", which Resolution was read and considered.

On motion by Mr. Ryan, seconded by Mr. Massucco, it was unanimously

VOTED: to adopt the above-mentioned Resolution as read and considered. (A copy of the foregoing Resolution is filed into the Document Book as Document No. 260.)

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Resolution to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That the undersigned is the Chairman of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 19th day of May 1963.

BOSTON REDEVELOPMENT AUTHORITY

BY Kenneth J. Sullivan  
Secretary





# *The Commonwealth of Massachusetts*

## *State Housing Board*

*Division of Urban and Industrial Renewal*

*120 Tremont Street, Boston 8*

June 24, 1964

RECEIVED  
1964 JUN 25 AM 11:08  
BOSTON REDEVELOPMENT  
AUTHORITY

Right Reverend Francis J. Lally, Chairman  
Boston Redevelopment Authority  
73 Tremont Street  
Boston 8, Massachusetts

Dear Monsignor Lally:

RE: GOVERNMENT CENTER  
MASS R-35

We acknowledge receipt of your letters dated May 26, 1964 and May 28, 1964 wherein you request approval of the noted project in accordance with the provisions of Section 26-2, Chapter 121 of the General Laws.

This Division acting under the provisions of the noted Section 26-2 concurs in the findings of the Boston Redevelopment Authority, acting as the official Planning Board for the City of Boston, that the Urban Renewal Plan dated April 3, 1963, (revised May 29, 1963) is based upon a local survey and conforms to a comprehensive plan for the locality as a whole.

Furthermore, this Division under the noted Section 26-2 make the following findings:-

- A. The project area would not by private enterprise alone, and without the aid sought from the federal government or other subsidy, be made available for urban renewal;
- B. The proposed land uses and building requirements in the project areas in the locality where the project area is located will afford maximum opportunity to privately financed urban renewal consistent with the sound needs of the locality as a whole;
- C. The financial plan is sound;
- D. The project area is a decadent area;
- E. The urban renewal plan is sufficiently complete as required by the noted section.



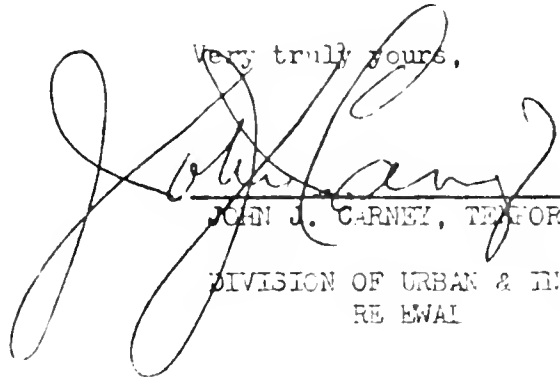


We note that the plan has been approved by the Mayor and the City Council of Boston after due notice and a public hearing.

The statutes were complied with when more than twenty-five taxable inhabitants of Boston requested a public hearing. The public hearing was held at the Gardner Auditorium, State House, Boston, Massachusetts at ten o'clock A.M. June 12, 1964, after due notice.

It is the intention of the Division that this letter shall serve as an unconditional approval of the Government Center Project-No. Mass R-35-Boston, Massachusetts.

Very truly yours,

A large, stylized handwritten signature in dark ink, likely belonging to John J. Carney, is written over the typed name and title.

JOHN J. CARNEY, TEMPORARY DIRECTOR

DIVISION OF URBAN & INDUSTRIAL  
RE HVAL







APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

OPINION OF LPA COUNSEL RESPECTING  
URBAN RENEWAL PLAN

CODE NO. R-304

---

An opinion of LPA Counsel respecting the Urban Renewal Plan  
is attached herewith.



JOHN C. CONLEY  
ATTORNEY AT LAW  
SUITE 501  
73 TREMONT ST., BOSTON 8, MASS.

June 26, 1964

Mr. Charles J. Horan  
Director of Urban Renewal  
Region 1  
Housing and Home Finance Agency  
346 Broadway  
New York 13, New York

Dear Mr. Horan:

Re: Urban Renewal Plan for Government Center Project,  
Mass. R-35, Boston, Massachusetts

As counsel for the Boston Redevelopment Authority in the above-identified project, this is to supplement my opinion addressed to you under date of April, 1963, in connection with the Urban Renewal Plan referred to herein (hereinafter called the "Plan"). As legal counsel in the above-identified project, my further opinion is as follows:

To my knowledge the Plan has not been modified in any respect. The Plan has been duly approved by the City Council. I have examined a record of the official proceedings respecting the latter approval. All public bodies, officials, and agencies which, under the State or Local law, are required to authorize or approve the Plan have done so. A public hearing on the Plan required under State or local law has been held in the time and manner and at the place required, following the giving of due notice to the appropriate parties by the public body or public officer, all in accordance with law. Every public hearing required by law, including any such hearing on the project (as distinguished from a public hearing, if any, on the Plan) under Section 105 (d) of the Housing Act of 1949, as amended, or under any other law, has been held in the time and manner and at the place required, following the giving of due notice to the appropriate parties, by the appropriate public body or public official, all in accordance with law.

All the procedural requirements, approvals, and other actions and formalities required under State and local law to make the Plan legally effective have been duly fulfilled, taken, and completed, as the case may be.

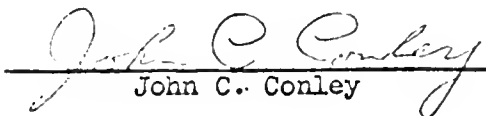




June 25, 1964

To my knowledge there is no pending or threatened litigation of any kind concerning the Plan or said project, except as follows:

On June 9, 1964, two suits were filed in Suffolk Superior Court with respect to the Plan. Copies of these pleadings have been provided you.

  
John C. Conley







APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

COOPERATION AGREEMENT RE:  
LOCAL GRANTS-IN-AID

CODE NO. R-305

---

An executed Cooperation Agreement respecting the provisions  
of local grants-in-aid is attached herewith.



# COOPERATION AGREEMENT

by and between

CITY OF BOSTON AND BOSTON REDEVELOPMENT AUTHORITY

THIS COOPERATION AGREEMENT, entered into as of the 12th day of June, 1964 by and between the CITY OF BOSTON, a municipal corporation of THE COMMONWEALTH of Massachusetts (hereinafter referred to as the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created under the laws of said Commonwealth (hereinafter referred to as the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the Plan) for the Government Center Urban Renewal Project No. Mass. R-35 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor, with the approval of the City Council, of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition and removal of structures in the Government Center Project Area (hereinafter referred to as the "Project Area"), the installation of site improvements and public facilities and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949 as amended (hereinafter referred to as Title I), and also local grants-in-aid in order to carry out and complete the project; and

WHEREAS, under Title I such local grants-in-aid may consist of, among other things, cash grants; donations at cash value of certain real property, in the Project Area; demolition or removal work in the Project Area at the cost thereof; installation of site improvements and the provision at their cost of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America, under Title I, in the form of loans and grants;

NOW THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and will commence and carry out as expeditiously as possible each successive phase of the Project as funds are made available.

2. To help defray the cost of the Project, the Authority will comply with all necessary conditions, statutory, or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.





3. The City will make local grants-in-aid (as heretofore defined) to the Authority in a total amount which, together with all other local grants-in-aid made to the Project, will equal one third of the actual net project cost of the Project as finally determined and approved by the Housing and Home Finance Administrator of the United States in accordance with Title I, and in accordance with a loan and grant contract to be entered into between the Authority and the United States of America, which one third is currently estimated at \$13,000,000.

4. After the execution of said loan and grant contract, the City, upon request by the Authority after the dedication and laying out of appropriate streets and public ways in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements as required by the Plan for the Project in accordance with the following schedule. If, during the course of the Project it appears that such construction schedule, or the costs related thereto, is inappropriate or inaccurate, such schedule and costs may be amended by the joint agreement of the Development Administrator of the Authority and the Mayor. The locations indicated for the improvements are to be determined by reference to the Plan for the Project.

Improvement	Location	Total Estimated Cost
Water system connections	Existing Congress St. and Bowdoin St.	\$ 72,025
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Cambridge St.	525,395
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street sidewalk and curbs; street signs.	New Chardon St.	468,766
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	New Sudbury St.	374,495
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Staniford St.	118,839
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Merrimac St.	264,657



Improvement	Location	Total Estimated Cost
Water, sewage and drainage systems; street lights; street sidewalk and curbs; street signs.	Hawkins St.	\$ 351,965
Water, sewage and drainage systems; police signal system; street lights; street, curb and sidewalk; street signs.	Bowker St.	62,070
Water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Union St. West Hanover St.	75,182
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	New Congress St. (including overpass)	817,500
Water, sewage and drainage systems; police signal system; street lights; street, curb and sidewalks.	Faneuil Hall and Dock Square	177,840
Traffic control system master panel		23,300
Sewage and drainage system; lighting; foundation; pavement, landscaping	Government Center Plaza	1,925,700
Water, sewage and drainage systems; street, curb and sidewalks.	Change Avenue Chatham Street Merchants Row	31,000
Traffic control system, water, sewage and drainage systems; police signal system; street lights; street, sidewalk and curbs; street signs.	Court and State Streets	118,380
Street, sidewalk and curbs; street signs.	Franklin Avenue	12,350
Water, sewage and drainage systems; police and fire signal systems; street sidewalk and curbs; street signs.	Somerset Street Pemberton Square North Pemberton Square	168,330
Street, sidewalk and curbs.	Cambridge and Chardon Streets (public park)	8,850
Water system; fire signal system; street lights; street, sidewalk and curbs; street signs.	Tremont Street	53,900



5. After the execution of said loan and grant contract between the Authority and the United States, the City acting by its Mayor, will recommend to the proper board or officer the construction of each of the public improvements listed below, and that construction thereof be commenced promptly upon conveyance or dedication of land for the purpose from the Authority to the City:

<u>Public Improvement</u>	<u>Estimated Total Cost</u>	<u>Estimated Cost to be Credited to Project</u>	<u>Cash Value to Project in Lieu of Construction</u>
Parking Garage	\$7,000,000	\$7,000,000	\$4,666,666
Police Station	1,200,000	90,750	60,500

6. (a) If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the improvements set forth in paragraph 4 above promptly upon request of the Authority after execution of the Loan and Grant Contract and the dedication and laying out of the streets or public ways concerned, or shall fail diligently to prosecute said work to completion, then the City shall, upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Total Estimated Cost" with respect to each item of work or portion thereof to which such failure relates, which sums of work shall be considered as cash local grants-in-aid to the Project.

(b) If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the Public Improvements set forth in Paragraph 5 above promptly upon the conveyance or dedication of land for the purpose, or shall fail diligently to prosecute said work to completion, then the City shall upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Cash Value to Project in Lieu of Construction" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

(c) The Authority and the Real Property Board of the City of Boston have entered into a Letter of Understanding dated November, 19, 1962, with respect to construction of the Parking Garage referred to in Paragraph 5 hereof. The City hereby agrees to take such actions within its power as may be necessary or desirable to facilitate the construction of said garage, in accordance with the said Letter of Understanding.

7. (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by Housing and Home Finance Agency which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.



(b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the Project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

8. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out of public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended for any such vacating or laying out.

9. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive change or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for building in Boston.

10. The Authority represents that the City, in accordance with Section 26R of Chapter 40A, will require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Housing and Home Finance Administrator in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year 1961.

11. The City shall continue to maintain the "workable program" heretofore adopted by it and shall cooperate with the Authority by such other lawful means and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases, including the relocation of families to be displaced from the project area.

12. The City will take steps appropriate to assure that no member of its governing body, and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any past or proposed contract in connection with the carrying out of the Project.





13. The City agrees that each public facility provided as a non-cash local grant-in-aid shall be open to all persons without regard to race, creed, color, or national origin.

14. This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF the City of Boston and the Boston Redevelopment Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

Attest:

*John L. Lucea*  
City Clerk

Approved as to Form:

*William F. Collins*  
Corporation Counsel

CITY OF BOSTON

By *John F. Collins*  
Mayor

(SEAL)

Attest:

*Klaus Schuman*  
Secretary

Approved as to Form:

*John P. Conley*  
General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By *John P. Conley*  
Chairman



NATIONAL INSERTABLE-TAB INDEXES ENABLE YOU TO  
MAKE YOUR OWN SUBJECT ARRANGEMENT, USING PLAIN  
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APPLICATION OF LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

CERTIFICATION RE: LOCAL GRANTS-IN-AID  
NOT PREVIOUSLY SUBMITTED

CODE NO. R-306

---

Certifications by donors of starting dates of construction of project improvements and public facilities and of site clearance work, already commenced as a non-cash local grant-in-aid, not previously submitted under Code No. R-266(3) is presented in the report attached herewith.





CITY OF BOSTON

PUBLIC WORKS DEPARTMENT

JAMES W. HALEY  
COMMISSIONER

TELEPHONE LA 3-5100  
EXTR. 501-502

511 City Hall Annex

BOSTON 8, MASS.

June 11, 1964

Miss Esther Maletz  
Acting Project Director  
Government Centre  
Boston Redevelopment Authority  
City Hall Annex  
Boston, Mass.

Dear Miss Maletz:

According to the records of this department the following amount of money has been (as noted) encumbered and expended to date by this department in connection with the Government Centre Project, Mass. R-35.

1. Consultant Services

A.	Encumbered for Wm. A. Fisher Co. contract for layout and design of streets.	\$92,000.
al.	Paid to date	\$91,419.84
B.	Encumbered for Camp, Dresser & McKee contract for Sewer & Water Design	75,000.
bl.	Paid to date	<u>25,497.00</u>
	Total Consultant Payments	\$116,916.84

2. Construction Contracts

A.	Sylvester Ray Construction Co.	
al.	Partial Embankment, New Sudbury St.	23,844.00
a2.	Engineering & Inspection by City	<u>1,125.00</u>
		\$29,969.00
B.	Gil-Bern Construction Co. (New Sudbury Street)	
bl.	Completion of Embankment	17,203.20





Miss Esther Maletz

June 11, 1964

b2. Engineering & Inspection by the City (for Embankment)	\$ 600.00
b3. Installation of Sewer Lines	77,801.60
b4. Installation of Water Mains	64,498.20
b5. Engineering & Inspection by the City (for Utilities)	<u>2,100.00</u>
	162,203.00

C. Gil-Bern Construction Co. (Somerset St.  
& Cambridge St.)

c1. Installation of Sewer Lines	23,541.80
c2. Installation of Water Mains	4,038.00
c3. Engineering & Inspection by the City	<u>650.00</u>
	28,229.80

3. City of Boston - Force Account

a1. January 9, 1961 to March 30, 1963	8,581.00
b2. April 1, 1963 to Date (Estimated)	<u>8,000.00</u>
	16,581.00

GRAND TOTAL - Expenditures	\$353,899.64
----------------------------	--------------

A great deal of previous work has been done in the preparation of Surveys and Plans for existing streets in the Government Centre. The cost for this would be approximately \$5,000. but since we do not have, readily available, statistics on this matter this cost is not included.

Very truly yours,

JAMES W. HALEY  
Commissioner of Public Works

JWH/FLG/jdl







APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

Binder No.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

Submission Date:

---

AFFIDAVITS OF PUBLICATION OF NOTICE OF PUBLIC  
HEARINGS

CODE NO. R-307

---

Affidavits of Publication of Notice of Public Hearings held by  
the Boston Redevelopment Authority on April 17, 1963, the Boston  
City Council on May 7, 1964, and the Commonwealth of Massachusetts,  
State Housing Board, Division of Urban and Industrial Renewal on  
June 12, 1964, are attached herewith.



APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL D-1  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

NOTICE OF PUBLIC HEARING: BOSTON REDEVELOPMENT AUTHORITY

---





PUBLISHED IN COMPLIANCE WITH

OFFICE OF THE  
RECORD AMERICAN  
500 Washington Square,  
Boston 6, Mass.

Commonwealth of Massachusetts  
County of Suffolk

On this 14th day of April  
A. D. 19 63 personally appeared before me, undersigned, a Notary  
Public, within and for the said County, \_\_\_\_\_

Eleanor F. [unclear]  
of the RECORD AMERICAN, a daily newspaper published by The Hearst  
Corporation, in Boston, County of Suffolk, in the Commonwealth of Mass-  
achusetts, and who being duly sworn, states on oath that the

Boston Redevelopment Authority - [unclear] - April 17 1963

Urban Renewal Files - [unclear]

was published in said newspaper, in its issues of the \_\_\_\_\_  
6th and 12th of April A. D. 19 63

Subscribed and sworn to before me, this 14th  
day of April 1963

[Signature]  
Notary Public.



## BINDER NO.

SUBMISSION DATE:

## NOTICE OF PUBLIC HEARING: BOSTON CITY COUNCIL

[illegible]

Any person or organization wishing to be heard in connection with these proposals may apply and will be given an opportunity to be so heard.

For the Committee,  
CHRISTOPHER A. TANDON  
Chairman



# PUBLISHER'S CERTIFICATE

OFFICE OF THE  
RECORD AMERICAN  
5 Winthrop Square,  
Boston 6, Mass.

Commonwealth of Massachusetts { ss.  
County of Suffolk

On this 14th day of May  
A. D. 1964 personally appeared before the undersigned, a Notary  
Public, within and for the said County \_\_\_\_\_

Edward F. Sullivan  
of the RECORD AMERICAN, a daily newspaper published by The Hearst  
Corporation, in Boston, County of Suffolk, in the Commonwealth of Mass-  
achusetts, and who being duly sworn, states on oath that the

Public Hearing- May 7, 1964 re Urban Renewal Plan

"Government Center Project, Inc."  
was published in said newspaper, in its issues of the \_\_\_\_\_

23rd and 30th of Apr. A. D. 19 64

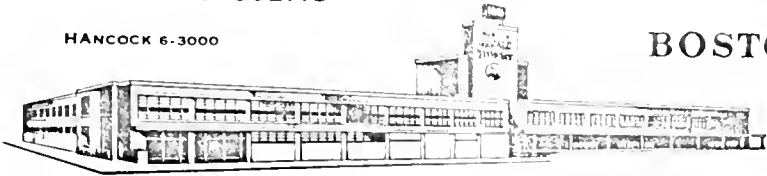
Edward F. Sullivan

Subscribed and sworn to before me, this 14th  
day of May 1964

Joseph A. [Signature]  
Notary Public.



THE BOSTON HERALD-TRAVELER CORPORATION  
300 HARRISON AVENUE  
BOSTON 6, MASSACHUSETTS  
HANCOCK 6-3000



THE BOSTON HERALD  
Boston Traveler  
BOSTON SUNDAY HERALD

IN DOWNTOWN BOSTON

AFFIDAVIT OF PUBLICATION

Then personally appeared E. L. MORIN Advertising Auditor

Boston Herald-Traveler Corporation and made oath that the advertisement hereto attached was published in the Boston Herald and the Boston Traveler one time..

June 9, 1964 as ordered.

*E. L. Morin*

Subscribed and sworn to before me this 10th day of June 19 64

*Robert M. Degregorio*

Notary Public

(Copy of Advertisement)

**HEARING**

To all persons interested in Urban Renewal Project No. MASS. R-35 Government Center, Boston, Massachusetts.

A public hearing will be held in the Gardner Auditorium, State House, Boston, Friday June 12, 1964, at 10:00 AM in accordance with the provisions of General Laws (Ter Ed) Chapter 121, as requested in writing by twenty-five taxable inhabitants of the City of Boston.

**ROBERT M. DEGREGORIO**  
Temporary Chairman  
Jun 9









APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

MINUTES OF PUBLIC HEARING

CODE NO. R-308

---

The transcripts of the Public Hearings held by the Boston City Council on May 7, 8, 12, and 13, 1964, and the State Housing Board on June 12, 1964 are attached in a separate binder.







APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

EXPLANATION OF LPA'S SOLUTION TO  
QUESTIONS RAISED BY HHFA.

---

CODE NO. R-309

At the time of this submission there has been no official communication from HHFA requesting answers to specific questions or additional documentation for the Part I submission of the Final Project Report. We are in receipt of informal review comments made internally by the regional office of HHFA by various staff members. Some of these comments have been answered either verbally or in writing by the Boston Redevelopment Authority since the review was made.

Solutions to remaining questions and additional documentation to be included in the Final Project Report are included herewith. The presentation is organized according to staff review comments and references made to each review document.

This documentation includes:

1. Engineering review.
2. Planning review.





3. Land Acquisition review.
4. Land Disposition review.
5. Legal Review
  - A. Legal report on Part I application.
  - B. Legal opinion on Plan.



APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

---

ENGINEERING REVIEW

CODE NO. R-224

---

The following comments relate to Revised Part One Engineering Review dated July 12, 1963, attached to H-6200:

A. Exhibit A of Code R-224(1), Page 2.

1. The "triangular area" mentioned in Exhibit A is that area near Parcel 15 bordered by Market Street, Canal Street and New Chardon Street. This area is planned as a pedestrian distribution area for north-south foot traffic (North Station to Government Center) and garage access.
2. In order to document the street proposals both within Government Center and the coordination of the Government Center streets with the Downtown North GNRP, we are enclosing two "Vehicular Circulation and Parking Reports" dated June, 1961, prepared for I. M. Pei and Associates by Barton Ashman Associates, Inc. One report is for the Downtown North GNRP; the other specifically for the Government Center Project.



The 8 maps referred to in the report as Figures 1 through 8 are attached. These two consultants' reports provide the required supporting material for the street proposals.

3. The area formally designated as a public park adjacent to the New England Telephone Company should be designated as a public sidewalk and pedestrian stop area.
4. Government Center Plaza
  - a. The attached letter from the Architects and Engineers for the Boston City Hall is submitted as justification for the use of a framed system rather than fill for the Government Center Plaza.
  - b. The underground service area is designed as a means of vehicular ingress and egress to reuse Parcels 8, 9 and 10 from Congress Street. This will tend to reduce the traffic problem on Court Street. Without this service area Parcel 9 will be landlocked. In addition, it is necessary to service the City Hall, Parcel 8, and Parcel 10. The Veterans Administration Building will require access through this area. The Land Disposition Review from the regional office recommends this right of way under the Plaza.



B. Code R-224(4)

Exhibit A - Traffic Control System Costs. The change in percentage allocation for the master control panel and interconnection of system are duly noted and are acceptable to this office.

C. The breakdown for the 50% boundary and 100% for interior will be made at the time of the submission of Form H-6202.

D. A report is attached explaining the 100% local non-cash credit for the Parcel 4 garage.

E. The map requested is submitted herewith. As this map shows, the Downtown North GNRP is entirely within the service area of the proposed Police Station and the percentage of credit should be computed on the basis of  $\frac{415}{800}$  or 51.9%. Also attached is a letter of intent from the Police Commissioner dated March 30, 1964.

F. For an explanation of credit for ramp adjustments, see the attached Barton-Ashman Report.

G. The matter of the subway loop has been discussed in detail with Mr. Karas of the regional office and it is well understood that the 50.4% figure is acceptable.





*Barton*  
*Aschman*  
*GMRP*

VEHICULAR CIRCULATION AND PARKING  
BOSTON DOWNTOWN NORTH GMRP

Prepared for I. M. Pei and Associates  
By Barton-Aschman Associates, Inc.

June, 1961



## Scope of Study

The assignment of Barton-Aschman Associates, Inc. has been to appraise in general terms of magnitude and direction both the existing and future requirements of vehicular access to and through the study area. Further, the assignment has involved recommending improvements to the street and highway system, which, on the one hand, seem necessary in light of estimates of future traffic loads, and on the other hand, which are compatible with redevelopment and land use requirements. More specifically, attention has been directed toward these ends:

- To rearrange the pattern of streets in order to more clearly define, make more continuous, and create a more logical and orderly major surface street system.
- To channel traffic into efficient well-designed corridors rather than permitting it to filter through literally all streets in the area.
- To consolidate the street system so as to provide more usable redevelopment sites.
- To establish desirable vehicular, pedestrian, and historical route linkages.
- To establish the proper relationships between land development and street development, not only in terms of location of major streets, but also in regard to local access.
- To suggest improvements for certain problem areas, such as the junction of the Central Artery and the tunnels.

The recommendations contained in this plan have been detailed to the extent necessary to insure their functional and engineering workability, and are presented in such a fashion as to illustrate the principles and concepts involved; this material is not intended to be used as final precise street geometries for example.



### Existing and Future Traffic Flow

The present pattern of streets in the study area leaves much to be desired both in terms of providing for moving traffic flow and service to abutting properties. The pattern consists of too many streets, arranged in virtually no system, having little continuity, with many streets being intolerably narrow. The result of the situation is a flooding of traffic flow, both local and through, over virtually all streets in the area (see Figure 1).

In addition to reviewing existing traffic volumes in the area, it is important to consider the desires of traffic approaching and entering the study area. A summary of this data (as shown in Figure 2) is as follows:

- Existing number of person trips to and from the area - 240,000 per day (this amounts to 20% of such trips to and from the entire central area).
- Existing number of vehicle trips to and from the area - 85,000 per day (this equals 36% of the number of person trips).
- Existing person trips to and from the area using mass transit - 115,000 per day (this is 45% to 50% of the total person trips to and from the area).
- Approach routes used by existing vehicle trips: Central Artery (north or south) and Sumner Tunnel - 39%; surface streets (including Storrow Drive) - 61%.
- Existing vehicle trips through the area - 170,000 per day (this is 2/3 of the total vehicles entering the area).
- Future vehicle trips to and through the area - 95,000 to 100,000 per day (this is based on an increase in person trips ranging from 20% to 30%, but with greater use of mass transit, resulting in an increase of vehicle loads of from 12% to 16%).



- Future vehicle trips through the area - 200,000 per day (this is an 18% to 20% increase over through traffic today).

Some of the more significant conclusions based on the above and other pertinent data are as follows:

- A major portion of both the existing and future "through" traffic represents movements which begin or end in nearby parts of the central area. As such, it is unlikely that these "through" traffic loads can be substantially reduced.

- Traffic flow patterns established by a variety of "given" conditions in or adjacent to the area probably cannot be significantly altered. These "givens" include the Central Artery, both the existing and new tunnels, as well as various surface streets and areas.

- The very heavy concentration of traffic entering and leaving the study area along the east side is pointed up by the existing pattern of traffic flow. This concentration of traffic on the east is due to a variety of conditions, including the existence of the Central Artery, the existing and proposed tunnels, the connection between Storrow Drive and the Central Artery, and the topography of the area with Beacon Hill serving to further restrict traffic and force it to the east side of the area.

- From existing traffic counts, it is apparent that the Central Artery is attempting to serve three dissimilar (and in some cases, improper) functions: including those of a major access route to the central area, a by-pass through the Central Area and local circulation (short trips along the Central Artery) within the area.

- Even considering the improvement of mass transit facilities and major highway construction outside the central area, the findings of other transportation studies in the





area, must be concurred with; mainly the traffic loads into and through the entire central area will increase. These increases will be due not only to increased trip generation by the central area, but also because of the completion of the new tunnel, the probable construction of the turnpike extension or its equivalent, and the completion of additional radial expressways focusing on the central area itself.

### Circulation Concepts

In planning streets and highways for this area, vehicular facilities have been classified into one of three types, including limited access expressways, surface arterial routes and local access streets.

As far as expressways are concerned, the only route in this category is the Central Artery connected to Storrow Drive. Circulation plans have been developed which call for minimum changes to the Central Artery and that portion of its ramp system which actually comes into physical contact with the artery.

In order to provide sufficient capacity on surface arterial routes into and through the area, several corridors or channels for the surface system are recommended (as shown in Figure 3). Traffic flow generally in a north-south direction (or in any event passing around the constriction caused by Beacon Hill) would be accommodated in the following corridors:

- Cambridge-Tromont
- Congress-Devonshire-Merrimac-Lowell
- The surface street beneath the Central Artery and connecting to Charlestown Bridge via North Washington Street
- Atlantic and a new connection to Dorchester

In a more or less east-west direction, the following corridors for locating surface arterial routes are recommended:



- Causeway-Commercial
- A pair of one-way streets in the vicinity of Chardon-Sudbury (providing major access and egress for the tunnels and the Central Artery)
- State-Court Streets

Allied with circulation planning concepts must be the treatment of parking, particularly in a terminal area such as this. Obviously, the use of mass transit must also be considered. In general, this plan is based on a continued and somewhat expanded use of public transit. The general philosophy adopted for providing parking facilities is one of some moderation. As will be discussed later, several large concentrations for employee and all-day parking are suggested at the periphery of the area and as near as possible to major incoming highway facilities. Further, these long term facilities are suggested in locations convenient to public transit loading more directly into the core of both the project area and the rest of downtown. Smaller amounts of parking have been suggested for short term, high-turnover use within the study area; these facilities should be so located and operated as to encourage this use.

#### Circulation and Parking Details

A first step in the designing of general street geometrics is the establishment of traffic volumes which the streets will be called upon to handle (see Figure 4). Given these volumes (covering a period 20 years hence) an appropriate street design criteria including the following, preliminary street geometrics can be established. The more important design criteria which have effected street geometrics for this area include:

- Reasonably direct continuous street alignments along the general corridors previously described.
- Streets designed with adequate capacity to serve anticipated volumes and that provide a sufficient number of lanes for moving traffic.



The proper design of local access and intersection spacing along these arterial routes and especially including the elimination of local access conflicts near (200 feet) major intersections or necessitating breaks in median strips (ideally, these conditions should apply to both local street intersections and driveways along arterial routes.)

A plan of preliminary street geometrics for the entire area is as shown in Figure 5 and includes the following elements:

Cambridge-Tremont: Although there are some difficulties which effect Cambridge (such as Charles Circle) its existing width approaching the project area makes it one of the more effective surface carriers into and through the area. In addition, Cambridge is of major importance because of its continuity around Beacon Hill and its connections to Tremont Street serving other parts of the downtown area. Cambridge also serves an important role as both the termination of the one-ways (Chardon and Sudbury), leading to and from the tunnels and the Central Artery and a principle access and egress route for state office developments.

The treatment recommended for Cambridge involves providing a six-lane divided roadway with left turn lanes recessed into the median where required. (In the case of the Sudbury-Cambridge intersection dual left turn lanes for the southbound Cambridge to the eastbound Sudbury are recommended). Southbound Tremont would be fed from Cambridge as it is today through Scollay Square while northbound traffic would enter Cambridge from Court Street and Washington. (Although in this case, Washington Street is assumed to be a major link feeding traffic to Cambridge. If it were so desired as a part of circulation planning in the downtown retail area, some other route might serve as an alternate for northbound traffic using Washington.) Local intersections and access points (driveways) along Cambridge-Tremont ought to be restricted to the general locations indicated.



Congress-Devonshire-Merrimac-Lowell: The function of this route is to provide service for and interconnect the following: Congress and Devonshire Streets in adjacent office areas south of the project area, the government center area, the one-way pair (Chardon-Sudbury) leading to and from the Central Artery and the tunnels, the state campus area, the north station area, the west end project, and finally Leverett Circle, Storrow Drive and the Charles River Bridge. In addition the route will provide connections with the Charlestown area via Causeway and the Charlestown Bridge. The route is designed to provide four moving lanes (two in each direction) with a pavement wide enough to minimize curb interference and also to allow additional left turn lanes where required. At the south end of the project area, an intersection design has been suggested which allows connections to both two-way Congress and Southbound Devonshire; this intersection is designed in such a fashion as to minimize the awkward street pattern created by the historic building which both splits State Street and causes an abrupt jog in the alignment of existing Devonshire. Continuing north on this route, access points and local intersections ought to be located as generally indicated. Finally, at the north end of this route, new connections between a widened Lowell Street and Leverett Circle have been suggested.

Leverett Circle: Potential traffic improvements in this area seem to fall into several degrees or levels of action. The highest involves long-range improvements of regional significance. These might include the rearrangement of Leverett Circle, additional grade separations, a new bridge over the Charles River, and/or removal of M.T.A. tracks. More modest improvements affecting the immediate area including the West End Project and the GNR area constitute a second level of action.





To the extent that major improvements involve matters which are beyond the scope of this study, it is only the second (or interim) level of improvements which have been considered. The function of Leverett Circle is to serve as a junction point for four arteries of the street and highway system. These include Storrow Drive to the southwest, Charles River Dam to the northwest, ramps to and from the Central Artery, and Lowell Street (and/or Nashua) to the southeast. Analysis of existing traffic flow indicates that movements between Storrow Drive and the Central Artery ramps constitute by far the heaviest volumes through the circle area.

It is also important to evaluate the function of Lowell and/or Nashua southeast of Leverett Circle. First, these streets will serve as an important link to the improved and relocated Merrimac-Congress route into the government center area. Secondly, Lowell and/or Nashua will intersect and feed traffic to Causeway and Staniford.

There are a number of interim solutions possible for this area; the scheme suggested in this study involves widening Lowell south of Minot Street; changing the direction of the existing connection between Leverett Circle and Lowell from southbound to northbound and constructing a new southbound connection between the circle and Lowell. Other possibilities would involve the use of existing Lowell and Nashua as a one-way pair to and from Leverett Circle with these two streets brought back together and to improve Lowell somewhere south of Minot Street. It is pointed out in previous studies, however, the only real requirements of the GMRP circulation system is the maintenance of an efficient connection between Leverett Circle and the proposed Congress-Merrimac route.

Washington-Surface Street Beneath Central Artery; also Central Artery, Tunnel Surface Street Interchange Area:  
The various facilities are so closely inter-related that they cannot be discussed separately. Also, because



of the complexities of existing ramps, new ramps, elevated roadways, etc. Figure 3 has been prepared in order to illustrate and tabulate the various proposed improvements and their functions in this area. Briefly, modifications to this portion of the roadway network are suggested in order to (1) provide a new continuous arterial street composed of Washington Street from the north, new elevated and ground level connection in the vicinity of the tunnels, in the existing surface street beneath the Central Artery south of the tunnels, and (2) improve the facilities for interchange between the Central Artery, tunnel system and surface streets leading to and from the government center area.

Commercial-Atlantic-Dockside Tag. The existing function of Atlantic-Commercial Street is one of an intensively developed industrial-commercial trucking street. This is indicated by the existing frontage uses along the street, adjacent truck docks, the railroad tracks within the right-of-way and the character of moving traffic on the street. Atlantic-Commercial carries about 8,000 to 10,000 vehicles per day with trucks accounting for 40% to 60% of this flow during much of the mid-day period (although truck loads are considerably less during periods of peak traffic flow).

The traffic functions of the route include the following: Atlantic and Commercial serve as approach and local access routes for a considerable number of trucks destined along the street; to a significant extent, through trucks between Charlestown and points south and east of the study area use this route; because of the location and design of the Central Artery as well as its interchange with the Summer Tunnel, Atlantic-Commercial is of considerable importance in providing access to North End residential areas and other locations lying east of the Central Artery; especially during rush hours a number of autos use Atlantic-Commercial as a by-pass route around more congested parts of the Central Area.



Two factors will have a major effect on the future of Atlantic-Commercial. First, the proposed redevelopment of commercial uses along this street with those uses to be replaced by residential development. Specialized retail shopping and specialized office development will obviously affect both the character and magnitude of traffic flow on this street. Second, a proposed connection between Atlantic-Commercial and Dorchester Avenue will similarly affect traffic flow. Based on this new land development, Atlantic-Commercial will perform only its essential functions in the future. These include continuing to provide access to the west end of the Central Artery and along the street itself, and acting as an important auto by-pass route. Although estimated traffic loads will increase along the street, the character of this traffic stream will be quite widely different from what it is today. Through traffic would be diverted to the improved surface arterial street running beneath the Central Artery and connecting directly to Washington Street and the Charlestown Bridge. With the elimination of commercial truck generators along the street, there could no longer be any extensive local trucking. The resulting condition in both through and local trucking movements would thus allow Atlantic-Commercial to function essentially as an auto route (although it must be emphasized that it would be an auto route of some importance, especially during rush hours when vehicles were seeking to by-pass more congested parts of the central area).

Under the conditions just described, it would seem that the route could be suitably widened up in order to be aesthetically compatible with adjacent new land developments. The cross section of the street should definitely provide for four efficiently moving traffic lanes.

Causeway-Standard: The principal function of this route is to allow increasing between the various north-south arterials through the study area. More



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for this interim period involve only relatively minor adjustments to surface channelization under the Central Artery itself so as to provide proper connections to and from a proposed Chardon-Sudbury one-way couple.

During this interim period traffic will also continue to approach the tunnels and the Central Artery via North Street, although North Street should provide for only one-way eastbound flow.



VEHICULAR CIRCULATION AND PARKING  
BOSTON DOWNTOWN NORTH GNRP  
GOVERNMENT CENTER PROJECT  
                    

Prepared for I. M. Pei & Associates, Architects and Planners  
By Barton-Aschman Associates, Inc.

1961





## Scope of Study

The assignment of Barton-Aschman Associates, Inc. has been to appraise in general terms of magnitude and direction both the existing and future requirements of vehicular access to and through the study area. Further, the assignment has involved recommending improvements to the street and highway system, which, on the one hand, seem necessary in light of estimates of future traffic loads, and on the other hand, which are compatible with redevelopment and land use requirements. More specifically, attention has been directed toward these ends:

To rearrange the pattern of streets in order to more clearly define, make more continuous, and create a more logical and orderly major surface street system.

To channel traffic into efficient well-designed corridors rather than permitting it to filter through literally all streets in the area.

To consolidate the street system so as to provide more useable redevelopment sites.

To establish desirable vehicular, pedestrian, and historical route linkages.

To establish the proper relationships between land development and street development, not only in terms of location of major streets, but also in regard to local access.

To suggest improvements for certain problem areas, such as the junction of the Central Artery and the tunnels.

The recommendations contained in this plan have been detailed to the extent necessary to insure their functional and engineering workability, and are presented in such a fashion as to illustrate the principles and concepts involved; this material is not intended to be used as final precise street geometrics for example.

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In planning streets and highways for this area, vehicular facilities have been classified into one of three types, including limited access expressways, surface arterial routes and local access streets.

As far as expressways are concerned, the only route in this category is the Central Artery connected to Storrow Drive. Circulation plans have been developed which call for minimum change to the Central Artery and that portion of the ramp system which actually come into physical contact with the artery.

In order to provide sufficient capacity on surface arterial routes into and through the area, several corridors or channels for the surface system are recommended (as shown in Figure 3). Traffic flow generally in a north-south direction (or in any event passing around the constriction caused by Beacon Hill) would be accommodated in the following corridors:



Cambridge-Bedford

Congress-Devonshire-Eden Street

The proposed street from the General Post Office and connecting to Chancery Lane and Northampton Street

Eden Street and Northampton Street to Devonshire

Devonshire-Eden Street

A pair of tunnels, one in the roadway of Chancery-Bedford and the other in the roadway of Chancery-Eden Street, providing access to the tunnels and the General Post Office

State-Court Streets

### Circulation Detail

A first step in the design of general street geometries is the establishment of traffic volumes which the streets will be called upon to handle (see Figure 4). From these volumes (covering a period 20 years hence) an appropriate street design criteria including the following preliminary street geometries can be established. The more important design criteria which have effected street geometries for this area include:

Reasonably direct continuous street alignments along the general corridors previously identified.

Streets designed with a layout capacity to serve anticipated volumes and their provision of a sufficient number of lanes for moving traffic. For arterial roads, nearly all of the two-way arterial streets in the study area need to be a minimum of six lanes wide. The minimum lane width anticipated on these streets dictate the minimum width of the indicated pavement widths. Further, such design standards as suggested will allow all of the streets -- both one-way and two-way routes -- to continue to function with some degree of efficiency even in the event of an occasional stopped -- not parked -- vehicle or a vehicle or a left turning vehicle in the middle of the street.

The proper design of the arterial, collector and local inter-connection opening along the arterial routes. Although the arterial streets properly serve the area in which they are located rather than the whole as major traffic corridors through the area, the arterial must be designed to move traffic with as much efficiency. Ideally, absorbing properties should have access only to purely local streets, which, in turn would provide access to the arterial street system carrying traffic to and from the area. Since it is seldom possible, especially in a downtown area such as the study area, to so neatly separate street functions between those of providing access to adjoining property and those of

















brought back together and to improve Lowell somewhere south of Minot Street. It is pointed out in previous studies, however, the only real requirements of the GMRP circulation system is the maintenance of an efficient connection between Leverett Circle and the proposed Congress-Merrimac route.

Washington-Surface Street Beneath Central Artery; also Central Artery. Tunnel Surface Street Interchange Area:  
The various facilities are so closely inter-related that they cannot be discussed separately. Also, because of the complexities of existing ramps, new ramps, elevated roadways, etc. Figure 6 has been prepared in order to illustrate and tabulate the various proposed improvements and their functions in this area. Briefly, modifications to this portion of the roadway network are suggested in order to (1) provide a new continuous arterial street composed of Washington Street from the north, new elevated and ground level connection in the vicinity of the tunnels, in the existing surface street beneath the Central Artery south of the tunnels, and (2) improve the facilities for interchange between the Central Artery, tunnel system and surface streets leading to and from the Government Center area.

Commercial-Atlantic-Dorchester: The existing function of Atlantic-Commercial Street is one of an intensively developed industrial-commercial trucking street. This is indicated by the existing frontage uses along the street, adjacent truck docks, the railroad tracks within the right-of-way and the character of moving traffic on the street. Atlantic-Commercial carries about 8,000 to 10,000 vehicles per day with trucks accounting for 40% to 60% of this flow during much of the mid-day period (although truck loads are considerably less during periods of peak traffic flow).

The traffic functions of the route include the following: Atlantic and Commercial serve as approach and local access routes for a considerable number of trucks destined along the street; to a significant extent, through trucks between Charlestown and points south and east of the study area use this route; because of the location and design of the Central Artery as well as its interchange with the Sumner Tunnel, Atlantic-Commercial is of considerable importance in providing access to North End residential areas and other locations lying east of the Central Artery; especially during rush hours a number of autos use Atlantic-Commercial as a by-pass route around more congested parts of the Central Area.





Two factors will have a major effect on the future of Atlantic-Commercial. First, the proposed redevelopment of commercial uses along this street with these uses to be replaced by residential development. Specialized retail shopping and specialized office development will obviously effect both the character and magnitude of traffic flow on this street. Second, a proposed connection between Atlantic-Commercial and Dorchester Avenue will similarly affect traffic flow. Based on this new land development, Atlantic-Commercial will perform only two essential functions in the future. These include continuing to provide access to the area east of the Central Artery and along the street itself, and serving as an important auto by-pass route. Although estimated traffic loads will increase along the street, the character of this traffic stream will be considerably different from what it is today. Through trucks would be diverted to the improved surface arterial street running beneath the Central Artery and connecting directly to Washington Street North and the Charlestown Bridge. With the elimination of commercial truck generators along the street, there would no longer be any extensive local trucking. The resulting reduction in both through and local trucking movements would thus allow Atlantic-Commercial to function basically as an auto route (although it must be emphasized that it would be an auto route of some importance, especially during rush hours when vehicles were seeking to by-pass more congested parts of the central area).

Under the conditions just described, it would seem that the route could be suitably "dressed up" in order to be aesthetically compatible with adjacent new land developments. The cross-section of the street should desirably provide for up to six moving traffic lanes with a fairly wide median strip possibly added for not only aesthetic reasons but also to provide recessed left turn lanes.

Causeway-Staniford: The principle function of this route is to allow interchange between the various north-south arterial routes through the study area. Most importantly, Causeway will provide a connection between new Congress-Merrimac-Lowell and the Charlestown Bridge. Causeway-Staniford will also connect Commercial on the east and Cambridge on the west. Further, this route serves as an important access and collector street for the North Station Area, the State Campus Area and the West End Project. Finally, the route also serves traffic destined to and from the Central Artery to the south via the ramps at Causeway.



Traffic demands at this route are such that four moving lanes will adequately serve.

Chardon-Sudbury One-Way Pair: These two streets are intended to serve as the principle routes between Government Center area and the Central Artery and tunnel system. To a considerable extent the routes will similarly provide for movements between other parts of the study area in downtown Boston and the Central Artery-Tunnel Interchange area. New Chardon-Sudbury will replace the Dock Square and Haymarket Square access and egress to the Central Artery-Tunnel Interchange area.

These routes are intended as very high capacity surface carriers. As such, they must provide for four, and in some cases five, moving lanes on each of the two streets. Further, efficient, highly channelized intersections allowing for turning movements to and from the one-way pair are suggested at Congress-Merrimac and at Cambridge.

State-Court: The function of State Street, both today and in the future, is partly that of a surface arterial street in the downtown area, and partly that of providing access to abutting properties. In its role as a surface arterial, State Street serves only as one element of the complete system of routes; it is and will continue to be only one of several east-west downtown surface streets, which is relatively continuous between the various parts of downtown and leading toward the Central Artery. State Street will provide access mainly to just that part of the Central Artery which includes south portions of Government Center and north sections of the financial-office district.

Although State Street is a part of the surface arterial street system, compared with other routes in the system, its anticipated volumes will be relatively low. (Traffic loads along State will be at their maximum in the vicinity of the Central Artery; east of this point as well as further west along the street, near and beyond Congress-Devonshire, volumes will be somewhat lower).

Ultimately, the street should be widened to provide two-way movement and a total of four moving lanes. Therefore, although the existing street width is retained, future building set-back lines are suggested in order to allow for this ultimate widening.



As an aid in determining circulation requirements for the Government Center portion of the study area, special analysis of signal requirements has been undertaken for this portion of the project. Recommendations are made (see attached table) concerning signal locations, signal phasing, and interconnection between signalized intersections.

#### Parking Recommendations:

Allied with circulation planning is the provision of parking, particularly in a terminal area such as Government Center. Obviously the use of mass transit must also be considered in establishing parking needs.

Plans for renewing the central areas of most metropolitan cities generally display a consistent philosophy in dealing with problems of transportation. They recognize that the total denial of accessibility by automobile to facilities comprising the central area is impractical and may be incompatible with the entire rehabilitation process. On the other hand, it is agreed that full and unrestricted access by auto is contrary to achieving a well-designed, efficient central area.

Excessive moving, vehicle loads, vehicle-pedestrian conflicts, and virtually impossible vehicle storage problems would all be the result of over-use of the private auto as a means of access to the central area. Therefore, in designing transportation facilities, including facilities not only for movement but terminals (parking) as well, care has been taken not to induce excessive travel to and within the central area by private automobiles.

In Boston, there always has been a severe limitation on the capacity of the street system. Existing surface streets are narrow and generally lack continuity; the newer expressways have been quickly loaded to capacity, with resulting congestion. If, in the rebuilding process in Central Boston, an overly excessive amount of parking is provided, even more traffic will be induced to use the street and highway system. This would result in even greater congestion, not only on existing surface streets but also on proposed improved street as well as on new highway facilities. The concept of providing such extensive parking and consequently of requiring even more expensive street and highway improvements is far less economical than the concept of making maximum use of public transit facilities.





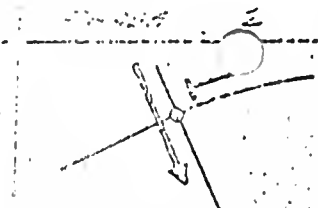

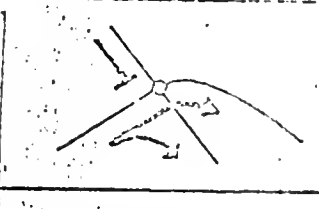


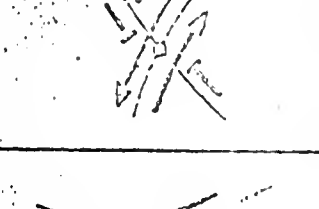
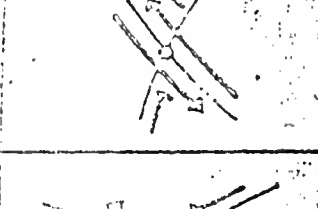
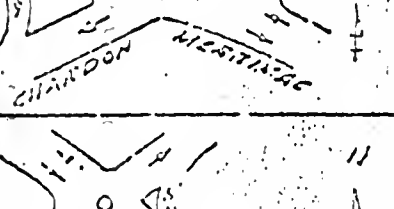
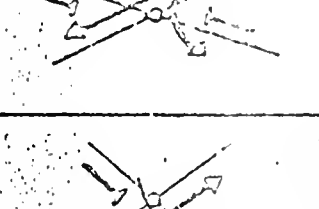
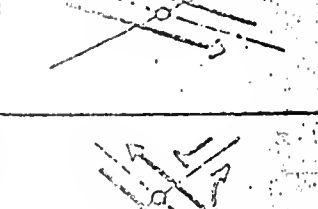
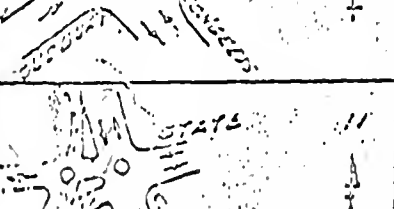
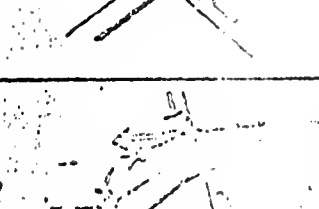
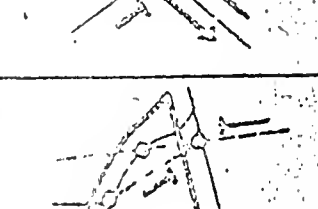
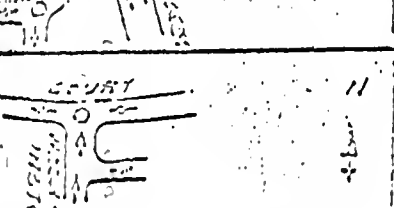
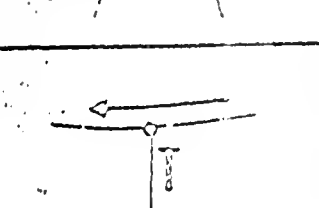
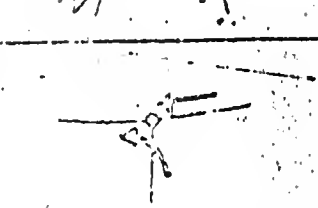
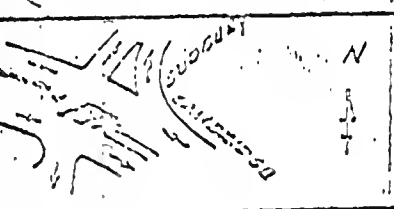
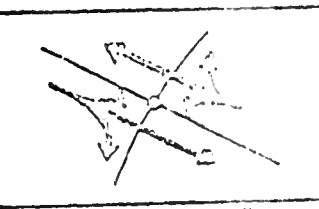
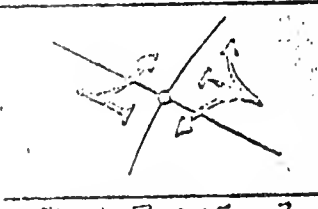
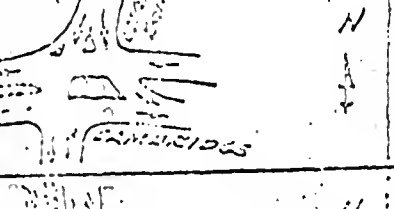
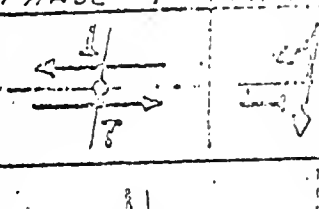
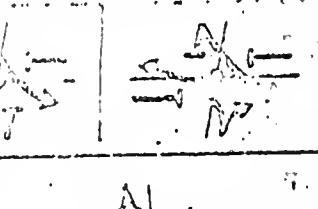
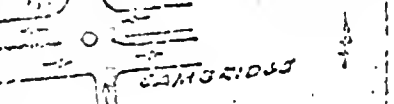
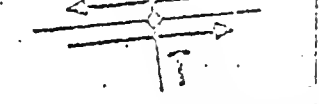

A principle value of a central location for commercial, institutional or governmental functions is the high accessibility of such a location to the maximum number of people. The most feasible circulation of large masses of people between the functions comprising the Government Center Area and between Government Center and other parts of Downtown Boston is either on foot or by means of public transportation. If such local internal circulation is to be both practical and pleasant, the interferences due to private vehicles should be held to a minimum through the basic design of the circulation system. To the extent that autos, rather than public transit facilities, are used for access, the autos ideally should be intercepted first at parking fields on the terminal points of the M.T.A., and secondly, those that penetrate closer to the center should be held at the perimeter of Downtown Boston or at least at the borders of the functional districts (such as Government Center) comprising the entire area. The means for accomplishing this are large perimeter parking facilities which have the best possible connections to the major streets and expressways leading into the district. Those parking facilities which are distributed within the central area and its functional districts should be limited in capacity and restricted to short time, high-turnover use by patrons and visitors rather than by employees.

In general, parking for non-residential portions of the GNRP area should be established in accordance with the preceding philosophy: It should be based on a continued expanded use of public transit; it should be concentrated at the periphery of the sub-areas within the study area and as near as possible to major incoming highway facilities; some lesser amounts of parking for very short time, high-turnover use may be incorporated within the various areas.

More detailed recommendations have been prepared for the Government Center portion of the study area. (See Figure 7.) It is estimated that 50,000 to 55,000 persons (visitors and employees) will come to the Government Center area daily. Available studies in Boston indicate that only about 15% of the anticipated employees will drive autos to work, however visitors will use autos more extensively, with approximately 40% driving to the area. Therefore, future total vehicle movements into the area will be about 16,500 per day. (This total vehicle load must be adjusted, however, in order to eliminate both commercial vehicles which do not require parking facilities, and autos which are either destined or parked within the general Government Center area but outside of the specific renewal project limits; the resulting quantity of autos is approximately 11,000 vehicles per day.





INTERSECTION DIAGRAM	PHASE 1	PHASE 2	INTERSECTION SET FOR
			THREE SIGNALS ON CHARDON - SUBURBY SYSTEM
			OTHER SIGNALS ON CHARDON - SUBURBY SYSTEM
			
			OTHER SIGNALS ON CHARDON - SUBURBY SYSTEM
			OTHER SIGNALS ON CHARDON - SUBURBY SYSTEM
			COURT - WASH- INGTON (AND 17-42 SIGNALS IN DOWNTOWN AREA)
			STATE - CONGRESS (AND OTHER SIGNALS IN DOWNTOWN AREA)
			OTHER SIGNALS ON CHARDON - SUB- URBY SYSTEM AND ALONG CAMDEN
			OTHER SIGNALS ON CHARDON - SUB- URBY SYSTEM AND ALONG CAMDEN

PROPOSED SIGNAL LOCATIONS & PHASING GOVERNMENT CENTER AREA ONLY



To accommodate the private autos destined each day to the Government Center area, up to 4,900 parking spaces are suggested (3,900 spaces within the technical limits of the renewal project area -- See figure 7). Although this indicates a turnover rate which is relatively high for an office building area, in this case, since for the most part, government offices are involved, such a high rate of use (1.2 per day for employees; 4.0 to 4.5 per day for visitors) seems to be valid.

#### Staging of Street Improvements in Government Center Area

With the exception of the Central Artery-Tunnel Interchange area, the relationship between the street system for Government Center area with adjacent existing streets presents no special problem. (In some cases, these relationships have already been discussed in the preceding material.)

In the case of connecting Government Center streets to the Central Artery-Tunnel Interchange area, special interim provisions will have to be made prior to completing the recommended modifications to the Central Artery-Tunnel Interchange (see Figure 8). The changes in this area which should be made for this interim period involve only relatively minor adjustments to surface channelization under the Central Artery itself so as to provide proper connections to and from a proposed Chardon-Sudbury one-way couple.

During this interim period, traffic will also continue to approach the tunnels and the Central Artery via North Street, although North Street should provide for only one-way eastbound flow.

#### Classification of Traffic Using Ramp Facilities in the Vicinity of the Central Artery and The Tunnels

The following sketch has been prepared to show anticipated traffic volumes on roadways and ramps in the vicinity of the Central Artery and the existing and new tunnels. The sketch covers the area generally from New Chardon Street south to State Street.

The future volumes are classified as to total daily traffic flow, daily flow to or from the Government Center area, daily flow to or from the remainder of the GNRP area and remaining traffic (moving through the study area).

It is intended that these figures help to determine the degree of benefit which recommended ramp and roadway changes would have as far as the Government Center area and the GNRP area are concerned.



## ARCHITECTS AND ENGINEERS FOR THE BOSTON CITY HALL

1 BOYLSTON STREET, BOSTON 16, MASSACHUSETTS

202-2580

April 1, 1964

Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts

Attention: Mr. Charles Hilgenhurst

Gentlemen:

The Architects and Engineers for the Boston City Hall have been asked to justify the use of a framed system rather than fill to bring the Plaza to the design grade.

The main reason for the framed system is economy. According to our knowledge of costs of materials locally, the break-even point between filled and framed structures is eight (8) or nine (9) feet for the type of system we intend to employ on the Plaza. The Plaza will be bricked over in any event and even with the fill, we would have a concrete slab of roughly six (6) inches. At eight (8) or nine (9) feet the extra cost of the reinforcing and the forms and some extra concrete for the framed system is approximately balanced by the cost of the fill for the non-framed system.

In the south-east corner of the plaza between the new Subway and the City Hall, the fill would be approximately fifteen (15) feet deep making the framing system more economical than the filled system. In addition, we are framing a large portion of this area for truck access so it seems logical to continue the system.

The remainder of the area is largely eight (8) to ten (10) feet between the existing grade and the plaza grade. This would make the filled system competitive with the framed system except that the existing Hanover Subway cannot carry the fill necessary to raise the grade. According to the M.T.A. the maximum fill the Hanover Street Subway can carry is three (3) to four (4) feet, while the future grade of the Plaza is about ten (10) feet above the subway. We must frame the Hanover Subway and approximately ten (10) feet beyond to minimize the surcharge on the walls of the subway.

At the northwest corner of the City Hall we will frame a portion of the Plaza so the extra load of the fill will not create a negative skin friction load on the piles.



Boston City Hall Plaza (continued)

There are many basements of former buildings which dot the site of the Plaza, so there are problems to face in either the framed or filled systems since these basements have been filled with rubble. The filled system should have a re-excavation of these areas and a good fill and compaction to prevent a subsidence of fill over the years. The framed system has the problem that we must excavate some of these basements, or design footings for lower pressures when filled basement areas are encountered. Basement walls create special problems for the framed system in possibly displacing footings.

We have had little opportunity to evaluate the locations or conditions of the existing basements, so the decision to frame the area between the two subways is somewhat idealized. When we have a contract to proceed and when the excavated material from the FOB, new Subway, and City Hall sites is cleared enough to assess the type of fill in the basements, we may recommend filling if the framed system appears too awkward or if the fill in the basement is better than we have reason at this time to believe.

Very truly yours,

A handwritten signature in cursive script, reading "Emil C. Hervol".

Emil C. Hervol

cc: Gov't Center Commission

ECH/sg





GOVERNMENT CENTER - JUSTIFICATION FOR INCLUDING  
PARCEL 4 GARAGE AS LOCAL NON-CASH CREDIT

The large parking garage to be constructed within the Government Center Project is expected to contain some 2,000 parking spaces. An 800-ft. radius circle was drawn from the center of the proposed garage to determine the included service area. The ratio of garage spaces expected to be used by people destined within the Government Center part of the service area to the total number of garage spaces used by people within the garage service area then was calculated. The location of the garage, general arrangements of Government Center building locations and adjacent development outside the Government Center Project but within the Garage service area is shown on the map titled Parking Garage Study map. The service area to the northeast of the John F. Fitzgerald Expressway is primarily residential. It is assumed that none of the users of the Government Center garage will be destined for this area because of its residential character and the number of surface streets and the above-grade roadway (John F. Fitzgerald Expressway) lying between this residential area and the garage. Parking for inhabitants would be met within the residential area itself. The area to the north and northwest outside the project, but within the garage service area, labeled North Station Area, is a wholesale and retail furniture district. Visitor parking



will be accommodated by on-street parking. Some of the employees will use the Government Center garage. A complete tabulation of employees, visitors, and parking spaces anticipated within the garage service area appears below:

<u>Parcel</u>	<u>Workers</u>	<u>Visitors</u>	<u>Parking Spaces</u>
State Service Center	4,200	4,100	110
Private Office Buildings	1,860	1,930	30
Welfare Dept. and Edison Station	310	300	20
Federal Office Building	403	5,500	130
City Hall	1,715	6,000	26
Motel or Office Building	Unknown	Unknown	200*
	-----	-----	---
	12,320	17,830	516
North Station Area	<u>1,220</u>	<u>0</u>	<u>0**</u>
TOTAL	19,740	17,830	516
	15% Drive 1.2 Turnover Rate 1,720 Spaces	40% Drive 4.2 Turnover Rate 1,700 Spaces	

\* Parcel 7 is anticipated to have 300 parking spaces. The use to which this parcel will be put at present is not determined. It very well may be that the 300 spaces would be required to meet demands generated by Parcel 7 alone. We have assumed for purposes of this calculation that only 100 of the planned parking spaces will be needed by Parcel 7 and the remaining 200 will be available for general use. This reduces by 200 the number of parking spaces that remain unsatisfied by the present planned parking within the Parcel 4 garage service area.

\*\* Earlier in the text it was assumed that all visitors would be accommodated by on-street parking in the North Station Area, therefore, no allowance was made for North Station Area visitor parking as part of the Parcel 4 garage calculation.



The above calculation indicates that 3,420 parking spaces would be needed to satisfy the demand within the Parcel 4 Garage Service Area. At the present time only 516 spaces are being provided, leaving a net deficit of 2,904. This demonstrates that the 2,000 car capacity of the garage is not excessive for the service area delineated. The 1,220 North Station Area workers will use 153 spaces on the basis of 15% of the workers driving a turnover rate of 1.2.

We assume that if fewer spaces than the 3,420 needed spaces are available, the trips within the Government Center Area will form only a proportionate share of the total trips, rather than forming all of the trips and forcing the workers within the North Station Area into parking spaces further away to the Northwest. On the basis of Government Center employees and visitors using 3,267 of the 3,420 spaces required, the destinations within the Government Center Project portion of the garage service area amount to some 96% of the total trips, and therefore 100% credit for this garage is proposed.





# City of Boston Police Department

Office of the Commissioner

March 30, 1964

Edward J. Logue, Development Administrator  
Boston Redevelopment Authority  
City Hall Annex  
Boston 6, Massachusetts

Dear Mr. Logue:

I have examined the Redevelopment Authority's Government Center plan with regard to the site proposed for a police station, (New Chardon and Hawkins Streets). I consider this site quite suitable for the construction of a police station, and I would be pleased if the Redevelopment Authority will sell the site to the Police Department.

This proposed station will be a consolidation of Districts One and Two, and possibly the Traffic Division. It is estimated that the service of this police station will encompass about 800 acres, of which 65.5 acres comprise the Government Center Project. It is further estimated that the total cost will be about \$1,200,000.00, and we would hope to complete the construction by 1965.

The Police Department is prepared to dispose of District One, Two and Three station houses, either by sale to the Redevelopment Authority or transfer to any other city agency, as mutually agreed upon by the City of Boston and the Authority.

It is my understanding that the police station described in Paragraph One above, will be designed within the limits of standards prepared by the Redevelopment Authority for public redevelopers.

It must be understood that allocation for funds, design and construction of new police stations are contingent upon appropriation by the Mayor and City Council for such purpose or upon availability of discussed funds.

The Redevelopment Authority may use this letter as their "letter of intent" or cooperation agreement for the purpose of securing the necessary local and Federal approvals of the Government Center renewal plans.

Sincerely yours,

Police Commissioner





APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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PLANNING REVIEW

CODE NO. R-214

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The following relates to Planning Findings and Recommendations, May 27, 1963.

I. Requirements and Recommendations

A. & B. Map Changes.

1. Proposed Land Use Map B.

The attached Proposed Land Use Map has been revised as suggested in the Planning Review to indicate property for rehabilitation and to indicate the underground service roadway in the Government Center Plaza. For justification of the underground service roadway, see the Engineering Review, Section A(4)(B).

2. Disposition Parcel Map R-35-216.

The Disposition Parcel Map has been up-dated and revised to indicate the underground service roadway.

3. Illustrative Site Plan R-35-217.



Up-dated Illustrative Site Plan, including a detailed breakdown of Parcel 2 is attached. Note the inclusion of the proposed Police Station and Chapel in the Parcel 2 area.

C. Parking Facilities.

According to already approved architectural and development proposals as well as Plan requirements, the following number of off-street parking spaces will be provided in Government Center:

Parcel 1	-	110
Parcel 2	-	30
Parcel 3	-	20
Parcel 5	-	130
Parcel 6	-	26
Parcel 7	-	300
Parcel 8	-	0
Parcel 9	-	0
Parcel 10	-	0
Parcel 12	-	500
Parcel 13	-	0
Parcel 14	-	0
Parcel 15	-	4
<hr/>		
Total		1120



With a planned parking capacity of 2000 cars for the Parking Garage in Parcel 4, and the 1120 off-street parking provisions in the individual parcels, this gives a net total of 3120 proposed parking spaces which compares favorably with the original plans.

D. Traffic Conditions - Franklin Avenue.

1. As suggested in the Planning Review, the present proposed underground service roadway provides vehicular access to Parcel 10.
2. It is tentatively proposed to eliminate Franklin Avenue if the developer for Parcel 10 can make such a provision in his plans. If this becomes infeasible, pedestrian warning signals will be installed at the Court Street intersection.

E. Street Proposal Report.

Refer to the Barton Ashman Reports in Engineering Review (A)(2).

F. Hawkins Street.

The 40 foot width for Hawkins Street indicated on the Street Adjustments Plan is a measurement including both sidewalks while the measurement of 30 feet on the Proposed Land Use Plan represents the distance from curb to curb. This seeming discrepancy is brought about by the inclusion



of sidewalk figures in the map.

G. Zoning Ordinances

By specific act of the Mass. legislature, the new zoning ordinance will be in effect on January 1, 1965.

H. Questions concerning supporting facilities and project improvements have all been covered in the preceding Engineering Review discussions.





APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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LAND ACQUISITION REVIEW

CODE NO. R-222

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No action required by LPA.



APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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LAND DISPOSITION REVIEW

CODE NO. R-225

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The following comments relate to Land Disposition Findings and Recommendations, June 19, 1963:

I. Special Action Which The LPA Should Be Required To Take As A Prerequisite To Part II.

- A. The proposed change in tabulation of land disposal estimates is developed in accordance with your recommendations and is attached.
- B. No action necessary.
- C. The difference between the two figures represents not-to-be-acquired properties and therefore no change is necessary to Form H-6120. Code 225(4) has been changed as requested and the corrected page is attached herewith.

II. Special Actions Which The LPA Should Be Required To Take During The Execution Stage.

- A. As a result of discussions with Regional Office, it



has been determined unnecessary to designate boundary street widenings as reuse parcels, or to eliminate the basement easement for Parcel 6. The disposition map has been revised to show the underground service roadway.

- B. This comment will be complied with at the appropriate time.
- C. Proposed floor use in the garage building for accessory use will be less than 10% of the total floor area of the building.
- D. In accordance with discussions with Regional office, a 3rd reuse appraisal is not necessary.

III. Actions Which Should Be Recommended To The LPA.

- 1. See answer to Comment A-3 of the Engineering Review.
- 2. This will be done.
- 3. For design reasons, we prefer to have the Plaza extend around Parcels 5 and 10.
- 4. The recommendation that a right of way under the Plaza as a means of vehicular ingress and egress to adjacent parcels has been incorporated into the Plan and is discussed above under the Engineering Review A(4).
- 5. This will be done.



APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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LAND DISPOSAL REPORT

DIFFERENCE BETWEEN  
"APPRAISER'S ESTIMATE"  
AND "LPA'S ESTIMATE"

CODE NO. 255(4)

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The differences between the appraiser's estimate of land disposition proceeds and the BRA estimate is due to the following:

1. A parcel of land north of Haymarket Square (Parcel 15) totalling 8,760 sq. ft. (see Disposition Parcel May, R-35-216) was not reflected in the reuse estimates for the Government Center. A reuse value of \$5.00 sq.ft. has been assigned to the parcel in question, based upon appraiser's estimates for adjoining property. Accordingly, the BRA's estimate of disposition proceeds for private parcels is \$43,800 more than the appraiser's estimate.
2. Since the appraiser's report was initially prepared, certain changes were made in various disposition parcels. These changes have been taken into consideration in the BRA's estimate of disposition proceeds and where appropriate, adjustments were made in the per sq. ft. reuse values.
3. The difference of \$349,200 between the appraiser's estimate for public parcels and the BRA's estimate is due to the fact that understandings reached with the public bodies involved indicate proceeds of at least \$4,670,00.





APPLICATION FOR LOAN AND GRANT  
PART I: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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LEGAL REVIEW

CODE NO. R-231

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A. LEGAL REPORT ON PART ONE APPLICATION, JULY 12, 1963

12. Comments

A. Legal Matters.

1. Resolutions are being submitted in Code R-302 and R-303.
2. Resolution is being submitted in Code R-302.
3. All City owned properties have been transferred to the BRA.
4. A questionnaire was circulated to members and employees of the LPA and all members of the City Council and it appears that there are no such conflicts of interest.
5. These assurances are incorporated into the agreement with the MTA and will be incorporated into the agreement with the Commonwealth of Massachusetts.
6. In accordance with discussions held with



HHFA regional office personnel, this letter has been determined satisfactory.

7. In accordance with discussions held with HHFA regional office personnel, the Cooperation Agreement has been determined to be satisfactory.

8. The Cooperation Agreement between the LPA and the MTA is attached herewith.

B. LEGAL OPINION ON PLAN

This legal opinion is dated July 12, 1963. Subsequent to this date, on July 19, 1963, the Housing and Home Finance Agency approved the Urban Renewal Plan as submitted. Therefore, no changes have been made.



THIS AGREEMENT made and entered into as of the 9<sup>th</sup> day of February, 1962 by and between BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the provisions of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, (hereinafter called "BRA"), and METROPOLITAN TRANSIT AUTHORITY, a body politic and corporate organized under the provisions of Chapter 544 of the Massachusetts Acts of 1947, as amended (hereinafter called "MTA").

WITNESSETH THAT:

WHEREAS, BRA has undertaken surveys and plans, and is preparing a land assembly and redevelopment plan or an urban renewal plan, for an area in the City of Boston known as the Project Area of the Government Center Project (hereinafter called, respectively, "the Project Area" and "the Project"); and

WHEREAS, BRA is presently engaged in certain activities in connection with its undertaking and carrying out of the Project, including the acquisition of real property, relocation of occupants of acquired property, demolition and site clearance; and

WHEREAS, such surveys and plans and activities and the further execution of the Project have been and will be carried out with financial assistance from the Housing and Home Finance Agency of the Federal Government under Title I of the Housing Act of 1949, as amended; and

WHEREAS, some of the real property within the Project Area is presently occupied by certain transit facilities of MTA above, and below ground level (hereinafter sometimes called "MTA



facilities"), including in particular the so-called Scollay Square, Adams Square and Haymarket Square stations, subway connecting said stations and related installations; and the Project and maximum opportunity for redevelopment, rehabilitation and conservation of the Project Area require and will require that a portion of said real property presently occupied by MTA facilities be acquired and cleared by BRA at the earliest possible date, to wit, the real property presently occupied by said Adams Square station, the sections of northbound subway which extend from said Scollay Square station to said Adams Square station and thence to a point (south of said Haymarket Square station) near the intersection of said subway and New Congress Street, and related installations (which MTA facilities are hereinafter called "the Adams Square facilities"); and P

WHEREAS, the Adams Square facilities are a link in a vital portion of the mass transportation system of the City of Boston and BRA can be granted the real property presently occupied by the Adams Square facilities (which real property is hereinafter called "the Adams Square property") and proceed with demolition and site clearance of the Adams Square property only after the Adams Square facilities have been relocated by the construction of operable substitute transit facilities (which construction is hereinafter sometimes called "relocation work"); and

WHEREAS, BRA and MTA therefore desire now to provide for necessary relocation work and simultaneously to provide also for the concurrent construction of certain improvements in MTA facilities and transit services within the Project Area which will be of

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direct benefit to the Project Area and will contribute to the carrying out of the urban renewal objectives of the Project (which concurrent construction is hereinafter sometimes called "improvement work"), all generally in accordance with the revised report submitted on November 8, 1961 and dated October 8, 1961 by Colonel S.H. Bingham (Ret.) and entitled "Report on Reconstruction of Existing Rapid Transit Facilities of the Metropolitan Transit Authority in the Area of the Government Center Project, No. Mass. R-35, Boston, Massachusetts", which report is incorporated herein by this reference (and is hereinafter called "the Bingham Report");

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. MTA shall, as soon as possible after execution of this Agreement (unless BRA shall have previously made a contrary request to MTA), employ an engineering firm to prepare full and complete detailed plans and specifications for relocation work and improvement work in accordance with the Bingham Report. The contract of employment of such engineering firm shall be in the form annexed hereto, made a part hereof, and marked "A", and upon execution of such a contract MTA shall forthwith deliver to BRA at least three certified copies thereof. Upon request by BRA, MTA shall forthwith give notice of termination of such contract in accordance with the terms thereof, and in the event of MTA's delay in giving or failure or refusal to give such notice of termination, no cost or expense on account of such contract which would not have been incurred on account of such contract if such termination notice



had been given shall be included as an item of cost or expense to be reimbursed by BRA pursuant to paragraph 12 hereof.

2. From time to time during preparation of such detailed plans and specifications, MTA and said engineering firm will consult with BRA as may be necessary for efficient progress of the work. The full and complete set of detailed plans and specifications, together with detailed estimates of costs of construction in accordance therewith and predicated on abandonment of the Adams Square facilities on or before July 1, 1963 (if such a completion date appears possible), shall be submitted to BRA at least fifteen (15) working days prior to final acceptance thereof by MTA. Any structure to be constructed at or above ground level shall be designed so as to be architecturally and aesthetically acceptable to BRA. In addition, any requests, recommendations or suggestions with respect to such plans and specifications made by BRA at any time prior to final acceptance thereof by MTA shall be carefully considered and weighed together with other considerations. It is the intent of this agreement that plans will be developed to the mutual satisfaction of both parties. At least three certified full and complete sets of the detailed plans and specifications in the form accepted by MTA shall be furnished to BRA.

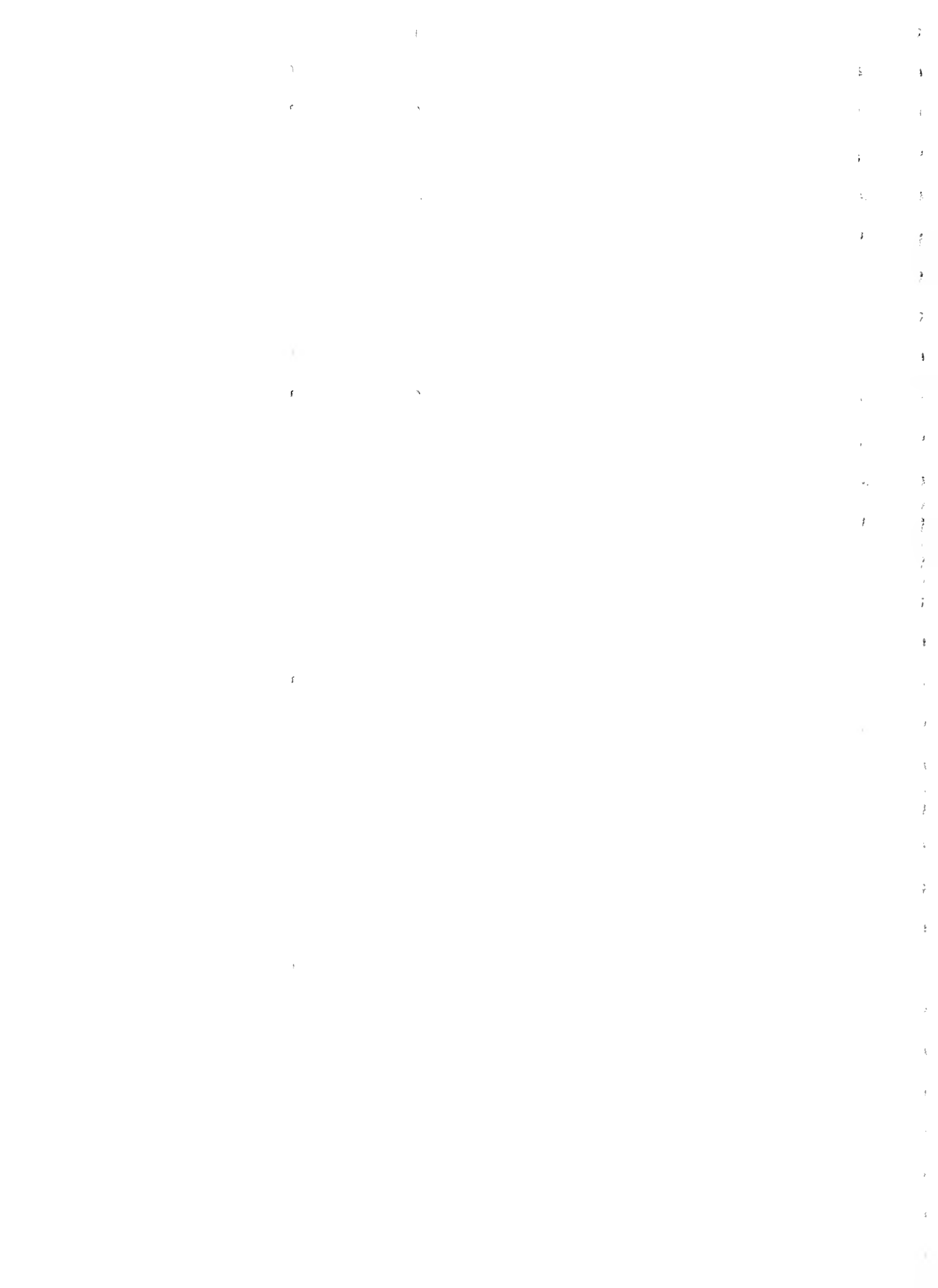
3. (a) As soon as possible after the acceptance of detailed plans and specifications by MTA, MTA shall confer with BRA with respect to the carrying out of the relocation work and improvement work in accordance with such detailed plans and specifications by selection and employment of a responsible general construction contractor or contractors and such other responsible contractors



as may be desirable for necessary preliminary and incidental work and also with respect to the terms and conditions of each such employment (including the compensation to be paid for each phase of relocation work). At least fifteen (15) working days before the date on which MTA proposes to employ any such contractor or to enter into any contract for any such employment, MTA shall submit to BRA for consideration the terms and conditions of such employment (including the form of any such contract).

(b) Any change in any term or condition of any employment or contract referred to in paragraph 3(a) hereof (including any order for extra work pursuant to any such contract) shall, if practicable, be submitted to BRA not less than ten (10) working days before such change is to become effective. If for any reason such change is not submitted as aforesaid, it shall be submitted to BRA for consideration as early as practicable and shall be subject to disapproval by BRA at any time prior to final settlement pursuant to this Agreement if such change is not essential to the relocation work or if such change } contravenes federal, state or local law; provided, however, that any change which, when made reasonably appeared to the Chief Engineer of MTA necessary to be made immediately for safety or structural strength shall be deemed essential.

(c) Any employment of a general construction contractor shall be by a written contract. Such contract (both before and after any change referred to in subparagraph 3(b) hereof) shall contain an itemization of the compensation which itemization shall be in detail sufficient to enable BRA to determine the price agreed



in such contract for each item claimed by MTA to be reimbursible pursuant to paragraph 12 hereof and upon which itemization BRA and MTA shall agree before any construction work hereunder commences.

Such contract shall further require such contractor to itemize in similar detail any requisition for payment submitted in accordance with such contract.

(d) BRA shall have the right to make reasonable additions to, deletions from or modifications of the terms and conditions of any employment or contract or change thereof referred to in subparagraph 3(a) or 3(b) hereof before such contract or change is executed by MTA (1) if required by federal, state or local law or by the Housing and Home Finance Agency and (2) with respect to any matter bearing on cost of any item or items claimed by MTA to be reimbursible pursuant to paragraph 12 hereof. In addition, any request, recommendation or suggestion made by BRA at any time prior to MTA's entering into such employment or executing such contract or such change's taking effect (as the case may be) shall be carefully considered and weighed together with other considerations. At least three certified copies of any such contract in the form executed and of any such change in the form effective shall be furnished to BRA.

4. Upon request by BRA prior to the execution of any contract or taking effect of any employment or change referred to in subparagraph 3(a) or 3(b) hereof, MTA shall delay such execution or taking effect until further notice by BRA, and in the event of MTA's failure or refusal to delay such execution or taking effect,

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no cost or expense on account of such contract or employment or change which would not have been incurred on account thereof if such execution or taking effect had been delayed shall be included as an item of cost or expense to be reimbursed by BRA pursuant to paragraph 12 hereof. In the event that BRA, at any time prior to the execution by MTA of a general construction contract or contracts (notwithstanding the execution of any contract or contracts for surveys, engineering, test borings or other preliminary work), shall in its discretion, determine that it no longer deems the relocation work desirable for the Project, it may give written notice to that effect to MTA. MTA shall not be obligated after receipt of such notice to proceed with any further work hereunder, and BRA shall in no way be obligated to reimburse MTA for any further cost or expense except the costs and expenses (if any) incurred because of the termination pursuant to such notice of any contract which contract was duly executed prior to such notice.

5. MTA shall cause the relocation work and improvement work to be commenced at the earliest possible date and thereafter to be prosecuted diligently in a good and workmanlike manner in accordance with the purposes of this Agreement, and shall seasonably give all necessary notices and make all necessary applications, all so that operable substitute facilities to replace the Adams Square facilities, in temporary or permanent form, are available sufficiently early to permit the abandonment of the Adams Square facilities on or before July 1, 1963, and so that all

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relocation work and improvement work within the Project Area is completed on or before February 1, 1964. However, if MTA be delayed at any time or times in the performance of its obligations hereunder due to any act or neglect of BRA (including any request or notice pursuant to paragraph 4 hereof or any delay by BRA in granting property interests duly requested pursuant to paragraph 6(a) hereof or in performing work for which BRA is responsible pursuant to paragraph 6(b) hereof) or due to any other unforeseeable cause beyond its control and without its fault or negligence (including acts of God or of the public enemy, or of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, force majeure or delay of contractors or subcontractors due to such causes), then the times for performance hereunder shall be extended accordingly for such period or periods as shall be reasonable in all the circumstances; provided that MTA shall, within ten (10) days after the beginning of such delay, have given BRA notice in writing of such delay and of the cause or causes thereof.

6. (a) BRA shall, upon written request by MTA before any construction work hereunder commences and from time to time thereafter as may be necessary, grant to MTA, by appropriate instruments, such temporary or permanent underground and/or surface easements or other interests in property in the Project Area (to the extent such property is, at the time of such request, owned by BRA and cleared or otherwise amenable to MTA's proposed



use thereof) as may be reasonably required by MTA for the construction, maintenance and operation of any necessary temporary substitute for the Adams Square facilities and the new transit facilities described in the Bingham Report. MTA agrees for itself, its successors and assigns, that any easements or other interests in property in the Project Area granted to MTA shall be devoted to and only to the uses for which the same shall have been granted, and the use thereof shall not be restricted or affected in any manner upon the basis of race, religion, creed, color or national origin or ancestry; the covenants contained in the foregoing clause of this sentence shall run with the land and shall be contained in substance in any instrument granting such easement or other interests.

(b) BRA shall be responsible for the demolition of buildings and structures in the Project Area to the level of the surface of the surrounding ground, but BRA makes and will make no representation or warranty with respect to the condition of any of the land, subsurface conditions or the suitability of any of the land for any particular purpose. BRA shall give due consideration to the needs of MTA (insofar as known to BRA) in BRA's formulation and execution of its plans and programs for the Project Area so as not to impede relocation work or improvement work and so as to facilitate the fulfillment of the time schedules contemplated by paragraph 5 hereof.

(c) BRA will furnish to MTA all necessary survey data, topographical, property and all other plans and miscellaneous



data requested by MTA which BRA has available, including the surveys being made by Whitman & Howard, Inc.

7. (a) MTA shall make every reasonable effort to avoid any interference with BRA's plans and programs for the Project Area (including BRA's relocation of residents and business concerns and demolition and removal of structures) and to minimize (so far as the Chief Engineer of MTA, after consultation with BRA, in his opinion deems practicable) any interruption or reduction in permitted use of Scollay Square, Washington Street and Hanover Street by surface vehicular traffic during the progress of relocation work and/or improvement work. MTA shall also actively cooperate with utility companies and the engineer of the City of Boston with respect to any interruption or reduction in usability of any street or any interruption or impairment of utilities or City facilities or services by or in connection with relocation work and/or improvement work and with BRA with respect to the exact location of the critical point where the relocation work nearest approaches the site of the new City hall.

(b) BRA shall, and shall bind any relevant contractor or redeveloper to, (1) proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of the MTA facilities known as the Washington Street tunnel and the Tremont Street subway (including said Tremont Street subway as the same is altered hereunder but not including any property after such property has been transferred to BRA pursuant to paragraph 11 hereof) and (2) for this purpose actively cooperate with MTA with respect to any work above or adjacent to said tunnel or subway. MTA shall, upon written request by BRA, execute and





deliver such instruments as may be appropriate to grant such property rights as MTA may have and as may be reasonably required by BRA for construction, maintenance and enjoyment of improvements in the Project Area above or adjacent to said tunnel or subway; provided, however, that such instruments shall require that the Chief Engineer of MTA shall be satisfied that the structural support of such improvements is designed in conformity with the foregoing sentence of this subparagraph (b).

(c) BRA shall do nothing to interfere with the operation and use of the Adams Square facilities until such facilities are abandoned by MTA pursuant to paragraph 11 hereof.

8. (a) MTA shall, from time to time and at least as often as monthly, make written reports to BRA concerning the progress and status of the work.

(b) All relocation work and improvement work, and the records and accounts of MTA with respect to costs and expenses in connection therewith, shall be subject to inspection at any and all reasonable times by representatives of BRA, the City of Boston and the United States of America. All such records and accounts shall be kept and preserved and shall be at any and all reasonable times available for copying and/or audit by such representatives.

9. All applicable laws, ordinances, codes, and regulations shall be complied with at all times in the course of work hereunder, and MTA shall cause appropriate safety precautions to be observed and safety measures to be taken during the course of such work.

10. MTA shall make, or cause to be made, prompt payment of all money due and owing to all persons, firms and corporations

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doing any work, furnishing any materials or supplies or renting any equipment to MTA or any of its contractors or subcontractors in connection with any work hereunder. MTA shall further indemnify BRA and hold it harmless from any and all loss, expense, damages or claim for damages (except any such loss, expense, damages or claim caused by negligence or fault of BRA or any of its contractors or subcontractors) which arises out of any work hereunder or any injury (including death) of any person or persons or any damage to property (except such injury or damage caused by negligence or fault of BRA or any of its contractors or subcontractors) which (a) occurs on any property used exclusively by MTA or any of its contractors or subcontractors or (b) is caused by negligence or fault of MTA or any of its contractors or subcontractors or caused in the performance of any work hereunder.

11. As soon as operable substitute MTA facilities, either temporary or permanent, are available and may lawfully be used by MTA, MTA shall abandon transit service over the Adams Square facilities or any portion thereof as shall have been replaced by such substitute MTA facilities. Upon the abandonment of transit service over the Adams Square facilities or such portion thereof, MTA shall forthwith transfer and release to BRA all of its right, title and interest in the Adams Square property or such portion thereof as is involved in such abandonment.

12. (a) It is understood and agreed that certain of the work hereunder constitutes relocation work within the meaning of the second paragraph of Section 26V of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, and BRA is therefore required



to reimburse MTA for the cost and expense of relocation work. BRA hereby agrees to pay to MTA that portion of all costs incurred by MTA in connection with this Agreement which it is required to reimburse by reason of said Section 26V, and MTA agrees to bear the remaining portion of such cost.

(b) It is further understood and agreed that costs and expenses of work which by reason of its nature cannot with substantial accuracy be attributed to (1) the class of work the cost of which is reimbursable by BRA pursuant to paragraph 12(a) hereof (hereinafter called "reimbursable work") or (2) a class of work the cost of which is not thus reimbursable (hereinafter called "non-reimbursable work") or (3) in ascertainable part to reimbursable work and in ascertainable part to nonreimbursable work, such as preparation of detailed plans and specifications pursuant to paragraph 1 hereof, surveys and test borings, and overhead, general conditions and general job items (which work is hereinafter called "apportionable work") shall be divided as follows: BRA shall pay to MTA an amount which is the same proportion of the total costs of apportionable work as the total costs of reimbursable work (not including any apportionable work) is a proportion of the total costs of reimbursable work and nonreimbursable work (not including any apportionable work) (which proportion is hereinafter called "the reimbursement ratio").

(c) As soon as possible after submission to BRA of the terms and conditions of any proposed employment or contract or of



a change pursuant to paragraph 3 hereof, BRA shall advise MTA as to what portions or items of the work pursuant to said employment, contract or change BRA deems to be reimbursable work, nonreimbursable work or apportionable work. From time to time thereafter BRA and MTA shall make every reasonable effort to determine by mutual agreement what portions or items of such work are reimbursable work, nonreimbursable work or apportionable work.

(d) If MTA desires that BRA reimburse it pursuant to paragraphs 12(a), 12(b) and 12(c) hereof for MTA employee time and expenses and/or for amounts paid to independent contractors in connection with professional or technical services other than such services pursuant to contracts referred to in paragraph 1 or paragraph 3(a) hereof, MTA shall submit detailed budgets of such employee time and expenses and such services anticipated and the estimated cost thereof. One such budget, including all such employee time and expenses and such services in connection with planning and design and other preparatory work prior to the commencement of any construction work hereunder, shall be submitted to BRA not later than thirty (30) days after the date of execution of this Agreement. A second such budget, including all other such employee time and expenses and such services for which MTA desires that BRA reimburse it shall be submitted to BRA prior to the execution of any contract for construction work hereunder. Reimbursement for any employee time or expenses or amounts paid for such services not anticipated by the budgets submitted as

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aforesaid shall be conclusively deemed to have been waived unless (1) incurred in connection with an unforeseeable and essential change in the work which is not disapproved by BRA pursuant to paragraph 3(b) hereof, or (2) mutually agreed upon by BRA and MTA. Cost of MTA employee time shall be determined by pro-ration of the salary of employees concerned and of the expense to MTA of pension, Blue Cross-Blue Shield and accident, health and life insurance contributions, workmen's compensation insurance and social security taxes on account of such employees. Except as provided in the foregoing sentence, none of MTA's overhead shall in any event be reimbursed.

13. (a) MTA shall submit monthly requisitions to BRA, specifying in detail (according to the itemization agreed upon pursuant to paragraph 3(c) hereof) the work performed hereunder during the preceding month which MTA contends to be reimbursable work or apportionable work and the actual itemized costs and expenses incurred by MTA therefor; each such requisition shall be accompanied by a certificate of the Chief Engineer of MTA that such requisition is accurate and that the costs alleged in such requisition to be costs of reimbursable work or apportionable work are, in his opinion, attributable to reimbursable work or apportionable work (as the case may be). Each such requisition shall also indicate the nonreimbursable work performed hereunder during such preceding month.

(b) BRA shall on or before the fifteenth day after receipt of each requisition pay to MTA eighty-five percent (85%)



of the sum of (1) the costs (according to such requisition) of reimbursable work and (2) the costs (according to such requisition) of apportionable work multiplied by the reimbursement ratio, plus four per cent (4%) of any portion of said sum which is comprised of costs incurred pursuant to the contract referred to in paragraph 1 hereof; provided, however, that for purposes of this subparagraph 13(b) (including computation of the reimbursement ratio for such purposes) BRA will determine whether work is reimbursable work, nonreimbursable work or apportionable work on the basis of a mutual agreement pursuant to subparagraph 12(c) hereof or (in default of such agreement) on the basis of the Bingham Report.

(c) Within thirty (30) days after the final completion of all work hereunder, any underpayment or overpayment by reason of the proviso to subparagraph 13(b) hereof shall be adjusted and BRA shall pay to MTA the balance of all sums required to be paid by BRA to MTA by reason of subparagraphs 12(a) and 12(b) hereof.

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14. (a) It is understood and agreed that the fair value of the Adams Square property (not including the building owned by MTA and numbered 11 Scollay Square) and the other property interests being transferred by MTA to BRA pursuant to paragraphs 7(b) and 11 hereof is equal to the fair value of the real property interests being transferred by BRA to MTA pursuant to paragraph 6(a) hereof. Accordingly no payment to either party shall be made on account of any such transfer.

(b) MTA may remove any track, equipment, materials or other severable property which it desires (which track, equipment, materials and property desired by MTA are hereinafter called "salvage") from the Adams Square property, unless such removal damages or threatens damage to or impairs the support of adjacent property or the surface above the Adams Square property, upon and only upon the following terms and conditions: All salvage within or affixed to that part of the Adams Square property proposed to be occupied by the new city hall shall be listed on a written schedule delivered by MTA to BRA on or before March 31, 1963; and BRA shall, forthwith after abandonment of said station pursuant to paragraph 11 hereof, remove or cause to be removed all salvage listed on said schedule and make the same available at a mutually convenient place for asportation by MTA. Any salvage within or affixed to any other part of the Adams Square property may be removed by MTA at any time within ninety days after such abandonment of such part of the Adams Square property. The fair net salvage value of salvage asported or removed by MTA as aforesaid shall be credited against amounts payable by BRA to MTA pursuant to subparagraphs 13(b) and 13(c) hereof.



15. If, in the performance of this Agreement, there is any underpayment of salaries by any contractor or subcontractor, there shall be withheld from the contractor or subcontractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed for and on account of the contractor or subcontractor to the respective employees to whom they are due.

16. There shall be no discrimination against any employee who is employed on any work hereunder, or against any applicant for employment on such work, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. No member of the governing body and no other officer, employee, or agent of BRA or MTA who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

18. No member of the governing body of the City of Boston, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains, shall





have any personal interest, direct or indirect, in this Agreement.

19. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

20. (a) MTA shall include or cause to be included in any contract or subcontract covering any work hereunder (including professional or technical services in connection herewith) a clear definition of the character, extent and scope of work or services to be performed, a statement of the maximum compensation or reimbursement to be paid (or, in the case of legal services involving litigation, an estimate thereof), and terms and conditions which are in substance the same ("MTA" being substituted for "Local Public Agency") as the terms and conditions set forth in Urban Renewal Administration form H-621B (for contracts for professional or technical services) or in "General Conditions Part II" of the form of General Specifications in Urban Renewal Administration form H-673 (in the case of any other contract). Any such contract or subcontract shall be in writing and shall conform to federal, state and local law. In addition, to the extent that MTA intends to claim or claims reimbursement for employee time and expenses pursuant to subparagraph 12(d) hereof, MTA itself shall be bound as "the Contractor" by said terms and conditions in said form H-621B or said form H-673 (as may be appropriate).

(b) MTA shall furnish to BRA such affidavits and other documents or forms executed by contractors or subcontractors as



may be requested by BRA.

(c) BRA shall be named as one of the obligees of any payment or performance bond furnished to MTA in connection with any work hereunder.

21. Except as otherwise provided in specific paragraphs hereof, (a) any notice, statement or other communication required or permitted to be given hereunder by either party to the other shall be sufficient if in writing and mailed by certified mail addressed to, or delivered in hand to, the General Manager or the Chief Engineer of MTA or the Development Administrator of BRA (as the case may be), and (b) whenever approval or other action by either party is required or permitted to be given or taken hereunder, a representation by the General Manager of MTA in a writing addressed to BRA that such approval has been or is given or such other action has been taken by MTA or a representation by the Development Administrator of BRA in a writing addressed to MTA that such approval has been or is given or such other action has been taken by BRA shall be for the purposes hereof conclusive evidence to such addressee of the facts so represented.

22. Anything to the contrary hereinbefore notwithstanding, MTA shall not be obliged to enter into any construction contract, or to commence or cause to be commenced any construction work hereunder unless and until BRA shall have advised MTA that provisions for payment substantially as contained in paragraph 13(b) hereof have received any necessary approval by the Housing and Home Finance Agency. Any delay by MTA caused by BRA's not having



so advised MTA shall be deemed for the purposes of paragraph 5 hereof to be due to act or neglect of BRA.

WITNESS the execution hereof as of the day and year first above written.

(SEAL)

ATTEST: Robert L. Little

(SEAL)

Approved as to Form

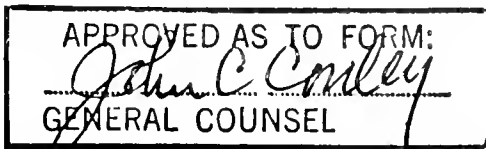
W. S. D. May General Counsel ATTEST: Philip A. Bunn, Jr.

BOSTON REDEVELOPMENT AUTHORITY

By Ernest J. Lyons

METROPOLITAN TRANSIT AUTHORITY

By William C. Ryan





This AGREEMENT made as of the            day of  
in the year 1962, by and between the METROPOLITAN TRANSIT  
AUTHORITY, a body politic and corporate and a political sub-  
division of the Commonwealth of Massachusetts, hereinafter  
referred to as the "Authority", and COLONEL S. H. BINGHAM, (RET.),  
hereinafter referred to as the "Consulting Engineer".

WHEREAS, the Authority proposes to make alterations to  
the existing subway structure and facilities in the Scollay  
Square area made necessary by the redevelopment of the area  
for the Government Center Project No. Mass. R-35.

NOW THEREFORE, in consideration of the mutual agree-  
ments hereinafter contained, the parties herein do hereby  
agree as follows:

ARTICLE I.-SCOPE OF THE WORK

The Consulting Engineer, for considerations herein-  
after enumerated, shall render all engineering services  
necessary for the preparation of construction plans and specifi-  
cations and make himself available for consultation on specific  
problems arising during construction, in connection with the  
reconstruction of the above-mentioned facilities, and in accord-  
ance generally with preliminary plans prepared by the Consulting  
Engineer for the Boston Redevelopment Authority which have been  
approved by the Chief Engineer of the Authority with modifications.  
The engineering services to be rendered will be performed to such  
extent as may be directed by and to the satisfaction of the  
Chief Engineer of the Authority, or his successor in that office,

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hereinafter referred to as the "Engineer." The services to be furnished by the Consulting Engineer include but will not be restricted to those defined in the following articles:

ARTICLE II.-SERVICES TO BE RENDERED BY THE  
CONSULTING ENGINEER.

A. Investigations and Surveys. The Consulting Engineer shall conduct all investigations and make additional surveys and obtain all necessary field measurements and dimensions which may be required as a basis for the preparation of all plans, designs, construction drawings and specifications to be prepared by the Consulting Engineer under this Agreement, excepting surveys for land takings which have been made by the Boston Redevelopment Authority. It is understood that the Boston Redevelopment Authority has caused to be made surveys at certain locations along the line of work and that such information may be used by the Consulting Engineer at his own discretion and responsibility. All survey work to be done by the Consulting Engineer will be connected to surveys which have been made by the Boston Redevelopment Authority, as may be necessary. All survey base lines and bench marks will be well established so that they may be preserved for use during construction.

B. Sub-Surface Investigations. The Consulting Engineer shall conduct studies and investigations of sub-surface conditions which will be encountered in the construction of the project. This work will require the compilation of all existing geological data and borings, the layout and supervision of the making of additional borings and test pits, and the analyses



of soil samples and interpretation of them. The Consulting Engineer shall prepare plans and specifications for borings and test pits, but the cost of making borings and test pits and analyses of soil samples by a boring contractor will be contracted for and paid for by the Metropolitan Transit Authority. The Consulting Engineer shall obtain all available necessary data regarding the foundations and type of construction of buildings in close proximity to the work and all underground utilities which may be affected by the reconstruction work, and from all such available data make such reconnaissance investigations as may be necessary to lay out work in relation to existing buildings and utilities and plan construction thereof in the most economical manner.

The Consulting Engineer shall cooperate with representatives of the Boston Redevelopment Authority, the City of Boston and engineers which the Authority have engaged or will engage for determining locations and depths of utilities and make full use of all data in their possession as a basis for making designs of the reconstruction work including changes, alterations and protection of all buildings, structures, and underground utilities which may be affected by the reconstruction work.

C. Advanced Design and Plans. The Consulting Engineer shall prepare advanced plans and in connection therewith he may review and make full use of all existing preliminary plans and data belonging to the Authority.

As the work progresses, before completion of the advanced plans, prints will be submitted to the Engineer for his approval.



Such approval, however, shall not prohibit the Engineer from directing changes to be made in plans as may be found necessary during the preparation of detailed designs and construction drawings in order to develop the scheme and layouts shown on the preliminary plans. All changes will be made by the Consulting Engineer at no extra cost to the Authority.

D. Final Designs, Construction Drawings and Specifications. After the advance plans, as described in Article II, Paragraph C, have been approved by the Engineer, the Consulting Engineer shall prepare final designs, construction drawings and specifications for the work to be done including all work in connection with water and apartment facilities in conformity with good engineering practice, giving due regard to economy of design and construction, utility, strength, appearance and cost of maintenance. Principles of all designs to be followed during this phase of the work will be subject to the approval of the Engineer. The construction drawings and specifications to be prepared by the Consulting Engineer shall be made in sufficient detail for submitting itemized or lump sum bids from contractors for the execution of all work under separate contracts or one general contract. The Consulting Engineer shall prepare, in addition to the construction drawings required for obtaining bids, all other drawings which may be required for the complete prosecution and completion of the work. In the preparation of designs and construction drawings, thorough consideration shall be given to all suitable methods of construction and the designs and drawings shall be based on the most economical



and practicable methods for carrying out of the work. All designs and construction drawings shall be thoroughly checked and approved by the Consulting Engineer.

The Consulting Engineer shall prepare an itemized estimate of the cost of construction based on final designs and construction drawings prepared as a part of the agreement as directed by the Chief Engineer.

The final designs and construction drawings shall be made in conformity with a construction program which will permit continued operation of Highway No. 1 and the least possible amount of interference with vehicle traffic on streets at site or adjoining the project. The construction program will be based on the construction work being completed not later than July 1, 1963.

The Consulting Engineer shall prepare all contract documents and specifications and shall be obtaining bids and for awarding contracts for the construction work. It is understood that the construction work may be awarded to contractors under separate contracts for each and every part of the work or under a general contract and that contract documents, specifications and construction drawings shall be prepared accordingly. The Consulting Engineer shall furnish as many sets of contract specifications and construction drawings as may be required for obtaining bids.

If required by the Engineer, the Consulting Engineer shall assist the Authority in obtaining bids from contractors for construction work by consulting with all such contractors as may be necessary, preparing such addenda to the specifications





and contract documents in  
period, analyzing all bids  
regarding the qualifications  
the contracts.

The Engineer will  
drawings, contract documents  
article, if they are not in  
approval the Consulting En-  
visions in the drawings,  
directed by the Engineer.

The Consulting En-  
drawings, contract documents  
can be received for the bid  
at the same time.

The Consulting En-  
drawings prepared by owner  
compliance of such drawings  
ings and specifications.

#### E. General Services

The Consulting Engineer  
during construction for a  
shall include but will not  
regarding methods of con-  
work necessary to the work  
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of the work, and the  
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any, but prior to such  
and any changes and re-  
specifications as may be  
of construction.

supervise the construction  
work so that the  
all parts of the project

from the time of starting  
structure to the full  
engineer, construction draw-

#### General Services

General consulting services  
work. This service  
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to determine that the con-  
and conformity with the  
The Consulting Engineer shall



make periodic visits to the site to keep informed as to all conditions encountered during the progress of construction. He shall make a final inspection when the work is completed and submit a report of such inspection to the Engineer. Upon request by the Engineer the Consulting Engineer shall furnish advice regarding his interpretation and meaning of the drawings and specifications.

#### ARTICLE III-MISCELLANEOUS PROVISIONS

A. Beginning and Completion of Work. The Consulting Engineer shall begin the performance of the services described under Article II immediately after receiving instructions in writing from the Engineer to proceed with the work, and in any case within ten (10) days following such authorization. The Consulting Engineer shall complete the preparation of all investigations, surveys, plans, drawings and specifications described under Article II within six (6) months from the date of this Agreement. It is the intent of this Agreement, however, that such preparation shall be completed as soon as possible.

B. Ownership of Plans and Documents. Upon completion of the services to be furnished under this Agreement all designs, plans, tracings, drawings, estimates, specifications and other documents and computations, together with all other material and data furnished to the Consulting Engineer by the Engineer, shall be delivered to the Engineer and become the property of the Authority and none of the papers will be copyrighted.



C. Insurance. The Consulting Engineer agrees during the period of this Agreement to insure and keep insured under the Massachusetts Workmen's Compensation Act, in a company acceptable to the Authority, all employees of the Consulting Engineer engaged by the Consulting Engineer to carry out this Agreement or any part thereof but in the event that any claim for compensation arises in favor of any such employee of the Consulting Engineer or is made by or on behalf of such employee against the Authority or its insurer under any Workmen's Compensation Act which may be in effect at the time of the injury for which claim is made, the Consulting Engineer agrees to indemnify the Authority or its insurer for all amounts paid under the Workmen's Compensation Act and the Costs incidental to the settlement of such claim or claims. Before commencing performance of this Agreement, the Consulting Engineer shall furnish the Authority with a certificate that such Workmen's Compensation Insurance is in effect. Failure to provide and continue in force the Insurance as aforesaid will be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

D. Governmental Regulations. The Consulting Engineer must so arrange his work under this Agreement so as to comply with and fulfill the requirements of all laws, ordinances, rules, regulations and permits of any local, state and federal governments and authorities, which are then in force or which shall be enacted or adopted.



E. Liability. The Consulting Engineer agrees to pay all bills for all services rendered by all of his sub-contractors, associates or others, and for all services and materials employed in his work and to indemnify and save harmless the Authority and all of its officers, agents and employees, against any and all suits, claims or liabilities of every name and nature arising out of or in consequence of the acts of the Consulting Engineer in the performance of the work governed by this Agreement or failure to comply with the terms and conditions of said Agreement whether by the Consulting Engineer, his associates, employees or sub-contractors.

F. Patents. There shall be no charge to the Authority for any patent rights which are controlled by the Consulting Engineer or his sub-contractors, and which may be involved in the construction of the work under this Agreement or in the operation of the premises constructed pursuant to the plans prepared by the Consulting Engineer.

G. Arbitration. Any dispute, controversy or claim shall be submitted for decision of a majority of three arbitrators. When in the opinion of either party to this Agreement such controversy arises in which arbitration becomes necessary such party shall notify the other in writing naming an arbitrator chosen by it, the other party shall, within ten days thereafter, name an arbitrator of its choice. The two arbitrators so named shall choose a disinterested party as the third arbitrator. Each party shall pay the compensation of the arbitrator named by it and the compensation of the third arbitrator and all of the costs and





expenses of the Arbitration shall be borne by the parties equally. The submission and enforcement of the award shall be governed by Chapter 251 of the General Laws of Massachusetts and Acts in amendment thereof and in addition thereto.

ARTICLE IV. DATA AND SERVICES TO BE FURNISHED BY  
THE AUTHORITY.

A. Surveys and Existing Data. The Authority will furnish the Consulting Engineer all surveys and all data pertaining thereto as prepared by the Boston Redevelopment Authority; copies of preliminary studies, preliminary plans, estimates and sketches, which may have been prepared; bases of design and physical requirements and standard details necessary for the preparation of construction drawings. The Authority will also arrange to make any additional borings required at the site of the work and furnish the Consulting Engineer the results of such borings for his own use, analysis and interpretation.

B. Miscellaneous Legal and Administrative Work.  
Land Takings and Easements

The Authority will prepare all plans and do all work in connection with land takings and easements, provide for all hearings which may be required before and during the construction of the project, and will conduct all negotiations regarding settlements with owners of property affected. The Authority will obtain bids from contractors and award all contracts. The Authority will furnish all legal services required in connection with preparation of all contracts between the Authority and contractors.



ARTICLE V. CANCELLATION OF AGREEMENT

The Authority reserves the right to cancel this Agreement by written notice at any time and for any reason it deems necessary.

In the event of such cancellation (unless such termination is due to breach of contract or other fault of the Consulting Engineer) the Consulting Engineer shall be paid an amount which shall be the same proportion of the total compensation agreed upon as the services actually performed prior to cancellation are a proportion of the total services to be performed pursuant to such contract, less payments of compensation previously made; provided, however, that if less than 60% of the services covered by the contract shall have been performed prior to such notice, the Consulting Engineer shall also be reimbursed for that portion of his actual out-of-pocket expenses not otherwise reimbursed which were incurred by the Consulting Engineer during the contract period and directly attributable to the incomplete portion of the services covered by the contract.

ARTICLE VI. CONSTRUCTION AND PAYMENT

In consideration of the terms and obligations of this Agreement, the Authority hereby agrees to pay and the Consulting Engineer agrees to receive, as full compensation for services rendered and for all expenses incidental thereto, a fee of seven and one-quarter (7 $\frac{1}{4}$ ) per cent of the actual cost of construction of the project, with the understanding that the total cost of the engineering work will not exceed \$220,995.



Partial payments will be made monthly to the Consulting Engineer as the work under this Agreement progresses, and it is agreed for the basis of partial payments that engineering services rendered under Article II, paragraph A, will be computed as 5% of the total fee, that engineering services rendered under Article II, paragraph B, will be computed as 5% of the total fee, that engineering services rendered under Article II, paragraph C, will be computed as 20% of the total fee, that engineering services rendered under Article II, paragraph D, will be computed as 60% of the total fee, and that engineering services rendered under Article II, paragraph E, will be 10% of the total fee.

It is agreed that an estimated cost of construction to be agreed upon between the Consulting Engineer and the Engineer will be used as a basis for making partial payments and that the actual cost of construction will be used for making final payment under this Agreement, the partial payments being adjusted at the time the final payment is made so that the total fee to be paid hereunder will be not more than that stipulated above. If construction is not authorized the fee will be determined as otherwise provided in this Agreement.

ARTICLE VII. REQUIREMENTS OF HOUSING AND HOME  
FINANCE AGENCY, URBAN RENEWAL DEMONSTRATION.

The applicable terms and conditions of Urban Renewal Administration form H-621-B (7-57), attached hereto, are made a part of this contract, and the Consulting Engineer agrees to all of the requirements contained therein. For purposes of



said terms and conditions "Local Public Agency" shall mean Metropolitan Transit Authority and "Contractor" shall mean the Consulting Engineer.

If any requirement of previous articles in this Agreement conflict with the requirements of the H.&H.F.A. the latter will be binding on the Consulting Engineer.

IN WITNESS WHEREOF, the said Consulting Engineer has executed these presents, and the Authority has executed these presents by its General Manager thereunto duly authorized, on the year and day first above written.

Approved as to Form

METROPOLITAN TRANSIT AUTHORITY  
By

General Counsel  
Metropolitan Transit  
Authority

William E. Ryan  
Acting General Manager

COLONEL S.H.BINGHAM (Ret.) Consulting  
Engineer

S.H.Bingham





CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

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PART II--TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.



4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1938 (46 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Nondiscrimination. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In case of any subcontracting of the work covered by this Contract, the Contractor shall insert the preceding two sentences in its agreements with such subcontractors. The Local Public Agency, in compliance with the terms of its Contract with the Federal Government hereinbefore mentioned, shall furnish the Contractor with non-discrimination posters, which the Contractor shall display in conspicuous places readily seen by employees and applicants for employment.



9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any part of the same (whether by assignment or novation) without the prior written approval of the Local Public Agency. Provided, however, that claims for any work to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.



# Metropolitan Transit Authority

BOARD

MEETINGS

PARK SQUARE BUILDING

BOSTON 12, MASSACHUSETTS

I, Helen J. Brock, Recording Secretary of the Board of Trustees of the Metropolitan Transit Authority, hereby certify that at a meeting of the Board of Trustees of the Metropolitan Transit Authority, acting under the provisions of Chapter 544 of the Acts of 1947, as amended, called and held on the Sixth day of February 1952, all the members were present, the following Vote was taken:

Resolved: That the Board of Trustees, William E. Ryan, Manager, be, and he hereby is, authorized in the name and behalf of the Metropolitan Transit Authority to execute an Agreement with the Boston Redevelopment Authority, providing for engineering and construction to be performed by and for the Metropolitan Transit Authority in relocating that portion of the Tremont Street Subway, which extends from the South Station and thence to the North Station near the intersection of Congress Street, Boston, and substituting for the existing Subway a new Subway compatible with the aforesaid improvements in the area, the aforesaid relocation being necessitated by construction in the area of the Government Center Project by the Boston Redevelopment Authority; the aforesaid Agreement to be executed in the form appended hereto, which Agreement is hereby approved and filed with the records of this Meeting.

*Helen J. Brock*  
Recording Secretary,  
Board of Trustees of the  
Metropolitan Transit Authority.





*Logue*

July 8, 1964

Mr. Charles J. Horan  
Regional Director of Urban Renewal  
Housing and Home Finance Agency  
Region I  
345 Broadway  
New York, New York

SUBJECT: GOVERNMENT CENTER PROJECT MASS. R-35  
PART II OF APPLICATION FOR LOAN AND GRANT

Dear Mr. Horan:

Pursuant to a request of your Planning Department for additional materials and justifications with respect to the Government Center Part II Application, I am enclosing herewith a justification for the number of parking spaces available in Government Center as well as a map to support the 100% local grant-in-aid credit claim for the Government Center Parking Garage, and a revised Land Use Map.

Sincerely,

Edward J. Logue  
Development Administrator

Enclosure



JUSIFICATION FOR PARKING FACILITIES PROVIDED IN  
GOVERNMENT CENTER PROJECT AREA

The Government Center Project Area when developed will include parking facilities for approximately 3120 automobiles. Of this total, approximately 2000 cars will be provided for in a public parking garage in Parcel 4; 500 parking spaces will be provided in a parking garage under Parcel 12 and the remainder scattered throughout the Project Area. We believe that this number of parking spaces is entirely adequate to serve the Project Area for the following reasons:

1. Neither the present zoning ordinance or the new ordinance in effect on December 31, 1964, has any requirements for off-street parking in the zoning districts in which the Project Area lies. These districts are B-8 and B-10 zones. The closest analogy that can be made under the new zoning ordinance is the B-5 zone; i.e., a business zone with a floor area ratio maximum of 5. Applying the B-5 standards to the Government Center Project Area, we find that the area will contain approximately 5,626,000 square feet of floor area of which approximately 738,000 square feet will be in ground floor use. This 738,000 square feet of ground level space would require 615 parking spaces. The remaining 4,888,000 square feet of floor area would require 2040 parking spaces, for a grand total of 2655 parking spaces. Thus, it can be seen that the 3120 parking spaces meet the spirit of the new zoning ordinance, although in fact as stated above, the zoning



ordinance requires no off-street parking at all in this area.

2. One of the important purposes of the Government Center Project Area is to encourage a maximum use of public transportation by people coming into the area. The Project includes three rapid transit stations, all of which will be rebuilt or modernized as part of the Project undertaking, and there are also additional rapid transit, bus and commuter train facilities just outside of the Project Area. The Project Area, in fact, has excellent public transportation connections to all parts of Boston and the outlying suburbs, and these connections are proposed to be strengthened and improved in the course of the Project undertaking by modernization and relocation of facilities and by connecting rapid transit stations to some of the major buildings.

3. Additional parking facilities are and will be available just outside the Project Area and within easy walking distance thereof. For example, the West End Project (Mass. UR 2-3) will include a shopping center with a 600 car garage, which garage is more than adequate to meet the demand for parking within the shopping area. Additional parking facilities are located along Commercial Street, along Kilby Street and in the present Boston and Maine Railroad area.



## GOVERNMENT CENTER PARKING GARAGE SERVICE AREA MAP

### Explanation of Credit

This map shows buildings within and without the Project Area which are within 800 foot walking distance of the proposed garage, together with their square footages and some indication as to character of use. It shows that within the Project Area some 3,974,000 gross square feet are served by the Garage and that without the Project Area some 648,704 gross square feet are served by the Garage indicating that 85.9% of the gross square footage accessible to the Garage is within the Government Center Project Area.

However, we note that the 215,000 square feet of office space in Parcel 12 will be, to some extent, served by a private garage to be built under this building with 500 spaces for an office building of approximately 645,000 square feet. We also note that 475,000 square feet to be devoted to office and/or transient housing facilities on Parcel 7 will have approximately 300 parking spaces to service users of this building. Although these structures will not be self-sufficient from the point of view of parking, we are willing, in the interest of conservatism, to exclude them from our calculations in which case we would have a total of 3,284,000 gross square feet within the Project and 648,704 gross square feet outside the Project for a percentage benefit of 83.5%.

Beyond this calculation, it should be noted that, if we delete from the calculation that square footage within the area served by its own parking, we should logically follow the same procedure for square footage outside of the area served by its own parking. Also, the fact that the square footage outside the project boundary is primarily wholesaling (76%) while that within the project boundary is almost exclusively institutional, means that the generation of trips per square foot within the project area is much greater than that outside\*. These two factors are conservative factors in the estimate. Any corrections for these considerations would result in a percentage of service within the project area much greater than the 83.5% we derive above. For these reasons we feel it is clearly demonstrated that the garage qualifies for 100% credit.

\* According to studies of trip generation in the Boston area, trip generation for institutional or office space is roughly 1 time as great as for an equivalent of wholesale space.





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APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASS. R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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DISPOSAL OR COOPERATION AGREEMENT  
WHEN REQUIRED PRIOR TO PART II APPROVAL

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CODE NO. R-310

Such proposal and/or cooperation agreement were submitted  
with the Part I.







APPLICATION FOR LOAN AND GRANT  
PART II: LOCAL PROJECT APPROVAL DATA  
PROJECT NO. MASSS, R-35

BINDER NO.

Government Center Project  
Boston Redevelopment Authority  
Boston, Massachusetts

SUBMISSION DATE:

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STATEMENT RE DISPLACEMENT OF HOUSING  
RESOURCE DATA

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CODE NO. 311

All families have been previously relocated. Therefore, this section is not applicable.

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